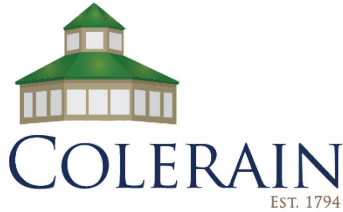


Regular Meeting of the Board of Trustees - March 9

March 9, 2021

1. **Opening of Meeting**
2. **Executive Session 6:00PM**
3. **Pledge of Allegiance 7:00PM**
4. **Meditation (Moment of Silence)**
5. **Fiscal Office – Approval of Minutes**
6. **Presentations**
 - a. Presentation of Proclamation Recognizing April 3, 2021 as Liam Philippo Day in Colerain Township
 - b. Presentation by Chief Denney Swearing in Police Sergeant Christopher Thomas
 - c. Presentation by Chief Denney Swearing in Police Officer Daniel Carusone
 - d. Presentation by Chief Walls Introducing and Swearing-In Promoted Employees
 - e. Presentation by Chief Walls Recognizing the Service of Battalion Chief Conn and Public Educator Sauerwein
 - f. Presentation by Chief Walls of Meritorious Service Award
 - g. Presentation by Dennis Maher about Retail Strategies
7. **Public Hearings**
 - a. Motion to Hold a Public Hearing on Zoning Map Amendment (ZC-2021-01) - Abbeytown Subdivision
 - b. Motion to Hold A Public Hearing On Zoning Map Amendment (ZA2021-02) - Commercial Map Amendment
 - c. Motion to Open A Public Hearing For Zoning Text Amendment (ZA2020-05) - Massage Parlors
 - d. Motion to Open A Public Hearing For Assessments For Sidewalk Maintenance Project Phase I
8. **Citizens Address**
9. **Administrative Reports**
10. **Trustees' Report**
11. **New Business**
 - Public Safety**
 - a. Motion to Approve Noise Permit
 - b. Resolution Accepting Abandoned Vehicles and Authorizing Public Auction of Abandoned Vehicles



- c. Resolution For Disposal By Trade-In Of Vehicles Which Are Obsolete, Unfit Or Unneeded For Public Use
- d. Motion to Authorize Administrator to Execute Purchase Agreement With Joseph Toyota

Public Services

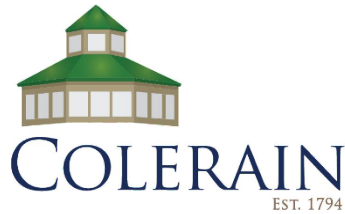
- a. Resolution Authorizing Participation in the 2021 ODOT Salt Contract

Planning & Zoning

- a. Resolution to Approve Zoning Case ZA2021-01 Change The Zoning On The Site From R-4 And R-6 To PD-R To Allow For The Construction Of 68 Detached Single-Family Homes
- b. Resolution to Approve Zoning Case ZA2021-02 Changing The Zoning On The Site From R-7 To PD-B To Allow For The Construction Of A Parking Lot
- c. Resolution to Approve A Text Amendment To The Zoning Resolution Adding Regulations, Including Definitions, For Massage Therapy And Massage Parlors
- d. Resolution To Authorize Property Tax Assessments For Sidewalk Maintenance Project Phase I
- e. Motion to Authorize the Township Administrator to Execute an Agreement with Muni-Reg for the Administration of the Township's Vacant Licensing Programs
- f. Resolution Imposing a One-Year Moratorium On New Establishments That Primarily Sell Or Distribute Electronic Smoking Devices And/Or Vapor Products Within Colerain Township.
- g. Resolution Declaring Nuisance and Ordering Abatement
- h. Resolution to Approve A Sidewalk Waiver Along Kemper Road

Administration

- a. Motion to Appoint Ms. Dunisha Johnson to the Colerain Township-City of Cheviot Joint Economic Development District I to fill the unexpired term of Chris Behm as the Worker Member.
- b. Motion Authorizing Release of Facility Master Plan Scope of Services
- c. Resolution Adopting 2021 Permanent Appropriations
- d. Motion to Issue a Request for Bids for the 2021 Road Program
- e. Motion to Extend Contract with Rumpke for Solid Waste and Recycling by One-Month
- f. Resolution Creating Sidewalk Maintenance Revolving Loan Fund
- g. Resolution Amending Colerain Township Sidewalk Plan
- h. Resolution Authorizing the Transfer of Funds
- i. Motion to Authorize the Township Administrator to Sell A Portion of Parcel 510-



0060-0253 to Crossing of Colerain, LLC and Execute all Related Documents

- j. Performance and Compensation of Township Administrator

12. Old Business

13. Consent Items

- a. New Hire - Police Officer - Police Department
- b. New Hire - Police Officer - Police Department
- c. New Hire- Police Officer - Police Department
- d. New Hire - Code Enforcement Specialist - Planning & Zoning
- e. New Hire - Firefighter/Paramedic - Fire Department
- f. Donation Acceptance - Police Department- \$830.04
- g. Donation Acceptance - Fire Department - \$300
- h. Donation Acceptance - Police Department - \$300
- i. Contract - OKI Regional Council of Governments - FIAM 2.0
- j. Contract - Cincinnati State Workforce Development - Paramedic Program Partnership Agreement
- k. Contract - Plattenberg - Accounting Services

14. Fiscal Office Report

15. Executive Session – if needed

16. Adjournment

PRESENTATIONS

Department: Administration

Department
Director: Geoff Milz, Administrator

Presentation of Proclamation Recognizing April 3, 2021 as Liam Philipppo Day in Colerain Township

Rationale:

**PROCLAMATION RECOGNIZING APRIL 3, 2021 AS
LIAM PHILIPPO DAY IN COLERAIN TOWNSHIP**

Hamilton

.....County, Ohio

Colerain

Be It Proclaimed *by the Township Trustees ofTownship, that*

WHEREAS, Liam Philipppo was diagnosed with standard risk b-cell acute lymphoblastic leukemia at only 15 months old; and

WHEREAS, since the diagnosis Liam has spent over 100 days in the hospital for various complications during the on-going treatment, forcing Liam to learn and re-learn how to walk 4 times; and

WHEREAS, Liam will be entering the maintenance phase of his treatment that will continue until September of 2022; and

WHEREAS, because of Liam's illness and the restrictions of the COVID-19 pandemic, Liam has missed many family events. His family wishes to celebrate his second birthday and let him know how amazing he is; and

WHEREAS, Colerain Township is proud to celebrate Liam for his strength and endurance, and for being a true hero.

Be it Proclaimed that the Colerain Township Board of Trustees does hereby recognize
April 3, 2021 as Liam Philipppo Day in Colerain Township.

Adopted the 9th March 2021
.....day of

Attest
Fiscal Officer
.....
.....

Township Trustees

PRESENTATIONS

Department: Police

Department
Director: Mark Denney, Police Chief

Presentation by Chief Denney Swearing in Police Sergeant Christopher Thomas

Oath of Office

Rationale:

Christopher Thomas placed first in a competitive process for the position of Sergeant. This is a backfill of an existing position. Chris will serve a one-year probationary period and his rate of pay will be \$81,000 per the collective bargaining agreement.

PRESENTATIONS

Department: Police

Department
Director: Mark Denney, Police Chief

Presentation by Chief Denney Swearing in Police Officer Daniel Carusone
Oath of Office

Rationale:

Daniel Carusone was approved at the February Trustee's Meeting.

PRESENTATIONS

Department: Fire
Department
Director: Allen Walls, Fire Chief

Presentation by Chief Walls Introducing and Swearing-In Promoted Employees

Rationale:

Introduce and administer the Oath-of-Office to the department's newest full-time employees: Tyler Humphries, Morgan Mason, and Owen Schneider. Firefighter's Humphries, Mason, and Schneider were approved for hire and promotion during the December 8, 2020 Board Meeting.

PRESENTATIONS

Department: Fire

Department
Director: Allen Walls, Fire Chief

Presentation by Chief Walls Recognizing the Service of Battalion Chief Conn and Public Educator Sauerwein

Rationale:

This presentation will recognize Battalion Chief Steve Conn and Public Educator Pat Sauerwein for 30-years of service.

PRESENTATIONS

Department: Fire
Department
Director: Allen Walls, Fire Chief

Presentation by Chief Walls of Meritorious Service Award

Rationale:

Presentation of Meritorious Service Award to Lieutenant (Lt.) Scott Becker, Firefighter/Paramedic (FF/Medic) Ron Stenger, and Firefighter/Emergency Medical Technician (FF/EMT) James Riley for search and rescue efforts at a building collapse in Adams County, Ohio on December 9th, 2020.

Award and Recognition Nomination



To: Chief Allen Walls

From: Grant Burns, Assistant Fire Chief

Date: February 10, 2021

Re: Meritorious Service Award for Lt. S. Becker, Ffr. R. Stenger, and Ffr. J. Riley

I would like to nominate Lieutenant (Lt.) Scott Becker, Firefighter/Paramedic (FF/Medic) Ron Stenger, and Firefighter/Emergency Medical Technician (FF/EMT) James Riley for the Meritorious Service Award for search and rescue efforts at a building collapse in Adams County, Ohio on December 9th, 2020.

Lt. Scott Becker and FF/Medic Ron Stenger were deployed with the Hamilton County Urban Search and Rescue Team as part of the rescue team. FF/EMT James Riley was deployed with Ohio Task Force One as a canine search handler.

On December 9th, 2020, a catastrophic failure and collapse occurred at the Killen Power Generating Station, that was under demolition, trapping four workers underneath tons of concrete and debris. The Hamilton County Urban Search and Rescue Team and Ohio Task Force One canine assets were requested by local first responders to assist with locating and rescuing trapped workers.

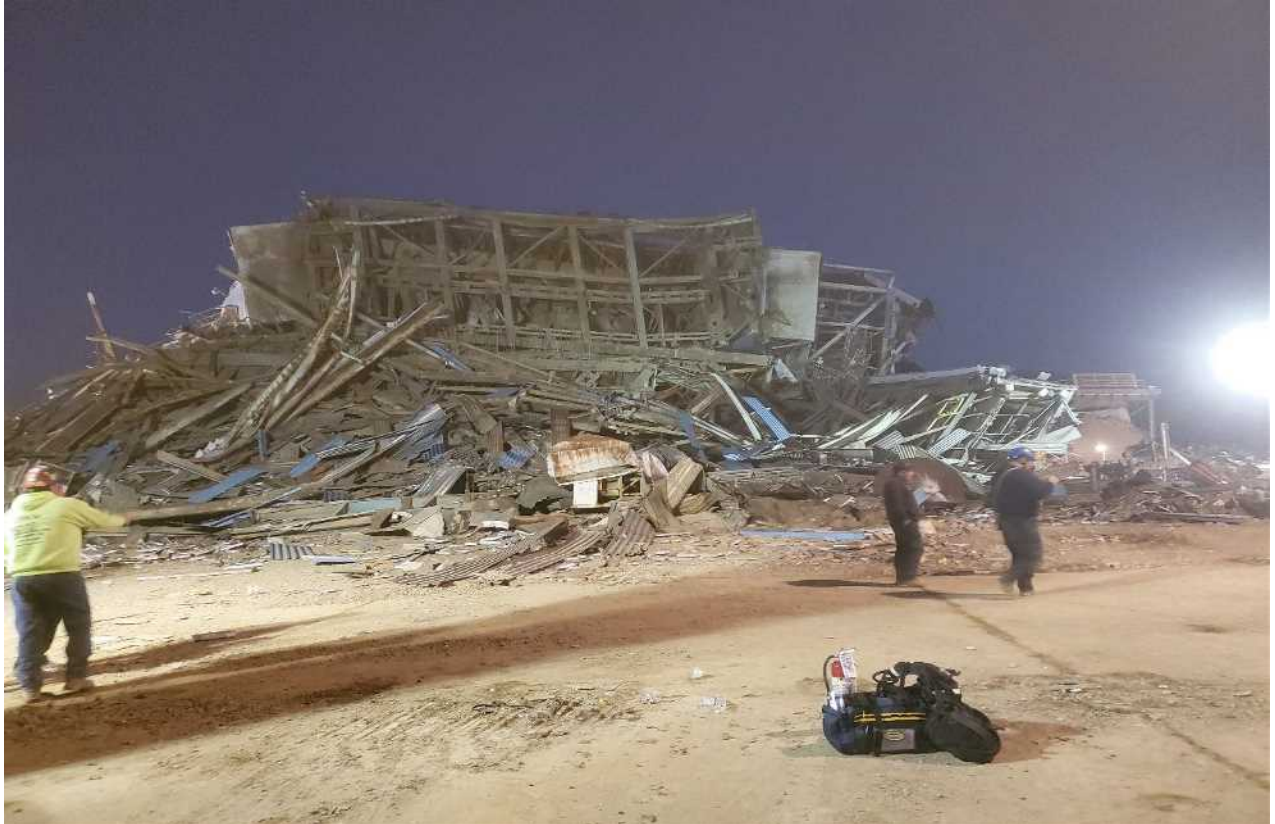
FF/EMT James Riley deployed his search canines Kato and Ziva in an effort to locate trapped workers. Lt. Scott Becker and his rescue team were tasked with searching the last known location of possible victims. During these search efforts two workers were located and removed. A third worker was located trapped under tons of steel and concrete. FF/Medic Ron Stenger and his team were directly involved with accessing and rescuing the trapped worker. All three of these personnel operated in dangerous conditions at great risk to themselves.

For these heroic actions I recommend that these Colerain Township Department of Fire and Emergency Medical Service employees be presented the Meritorious Service Award.

Grant Burns

Assistant Chief - Operations

Attachment



Scene of the collapse



Area of trapped worker

PRESENTATIONS

Department: Administration

Department
Director: Geoff Milz, Administrator

Presentation by Dennis Maher about Retail Strategies

Rationale:

Dennis Maher will give an update on the current state of retail across the country and strategies that some communities are using to address changes in the industry.

PUBLIC HEARINGS

Department: Planning & Zoning

Department
Director: Michael Ionna, Director - Planning and Zoning

Motion to Hold a Public Hearing on Zoning Map Amendment (ZC-2021-01) - Abbeytown Subdivision

Recommend ADOPTION of the Motion to open the Public Hearing

Rationale:

A Public Hearing is required per ORC Statutes.



FEBRUARY 16, 2021

**STAFF REPORT
ZONING COMMISSION**

APPLICATION TYPE: MAP AMENDMENT

Case No: ZA2021-01
Location: An approximate 29.8-acre area located on the north side of Kemper Road approximately 1300 feet from where it intersects with Pippin Road
Applicant: MI Homes of Cincinnati per Brad Austing on behalf of Kemper FL Holdings, LLC
Reviewer: Michael Ionna, AICP
Director of Planning & Zoning

SECTION A – OVERVIEW

The submitted request is to change the zoning on the site in question from R-4 (Suburban – Medium Residential District) and R-6 (Urban Residential District) to PD-R (Planned Development-Residential). If approved, the applicant proposes to construct 68 detached single-family homes in a planned community development on the site. The submitted application is an amended proposal from the previous submittal in fall 2019. The applicant has changed the layout of the sidewalk within the development, enhanced landscaping, and submitted additional information regarding access and traffic impacts associated with the development.

SECTION B – ZONING REVIEW PROCESS & BOARD ACTION

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.

The action of the Zoning Commission pertaining to this application comes in the form of a recommendation, favorable or unfavorable, to the Board of Trustees who take final action to approve or deny the submitted request.

SECTION C - SITE LOCATION & CONDITIONS

The site in question, containing an approximate area of 29.8 acres is located on the north side of Kemper Road approximately 1300 feet from where it intersects with Pippin Road. The site in question is currently occupied by vacant land and used for agricultural purposes.

FIGURE 1 – LOCATION MAP



SECTION D – HISTORY

In 2005, a Preliminary Subdivision Plan was approved by the Hamilton County Regional Planning Commission for the site as well as a 4.5-acre property located to the east. The proposed subdivision was called Sloneker Reserve and contained 72 single family lots. Sloneker Reserve contained a one-acre detention pond, no dedicated open space or preservation of natural areas, as well as no screening or buffering from adjacent areas. Since the proposed subdivision met current zoning requirements a zone change process was not required and the subdivision process for Sloneker Reserve, and any other development that meets the current zoning area and height requirements, could occur by-right, meaning that no special approvals would be required for the development and all standard subdivision and development requirements would be reviewed through an administrative process.

In Fall 2019, an application was submitted changing the zoning on the site to PD-R to allow for the construction of 68 single-family dwelling units. The Zoning Commission provided an

unfavorable recommendation of the proposal which was denied by the Board of Trustees.

SECTION E - ZONING & EXISTING LAND USE

TABLE 1 – ZONING AND LAND USE ANALYSIS

	ZONING	MINIMUM LOT SIZE	MAXIMUM DENSITY	LAND USE
SUBJECT PROPERTY	Current R-4 Area (29.2 ACRES)	14,000 sq ft / unit	3.1 unit / acre	Vacant Land
SUBJECT PROPERTY	Current R-6 Area (0.6 ACRES)	7,500 sq ft / unit	5.8 unit / acre	Vacant Land
SUBJECT PROPERTY	Proposed PD-R	As approved	N/A	Proposed 68 single-family dwelling units
NORTH	R-4	14,000 sq ft / unit	3.1 unit / acre	Single-Family
SOUTH	R-4	14,000 sq ft / unit	3.1 unit / acre	Single-Family
EAST	R-6	7,500 sq ft / unit	5.8 unit / acre	Church and Fire Station
WEST	R-4	14,000 sq ft / unit	3.1 unit / acre	Single-Family

The site in question is currently zoned R-4 (Suburban – Medium Residential) District and R-6 (Urban Residential) District. The R-4 District occupies approximately 29.2 acres of the site. The R-6 District occupies 0.6 acres of the site.

The R-4 District is intended to provide for the protection of older, existing neighborhoods in Colerain Township where development is more compact. The primary use in the R-4 District is single-family detached homes at moderate densities on lots served by water and sewer services.

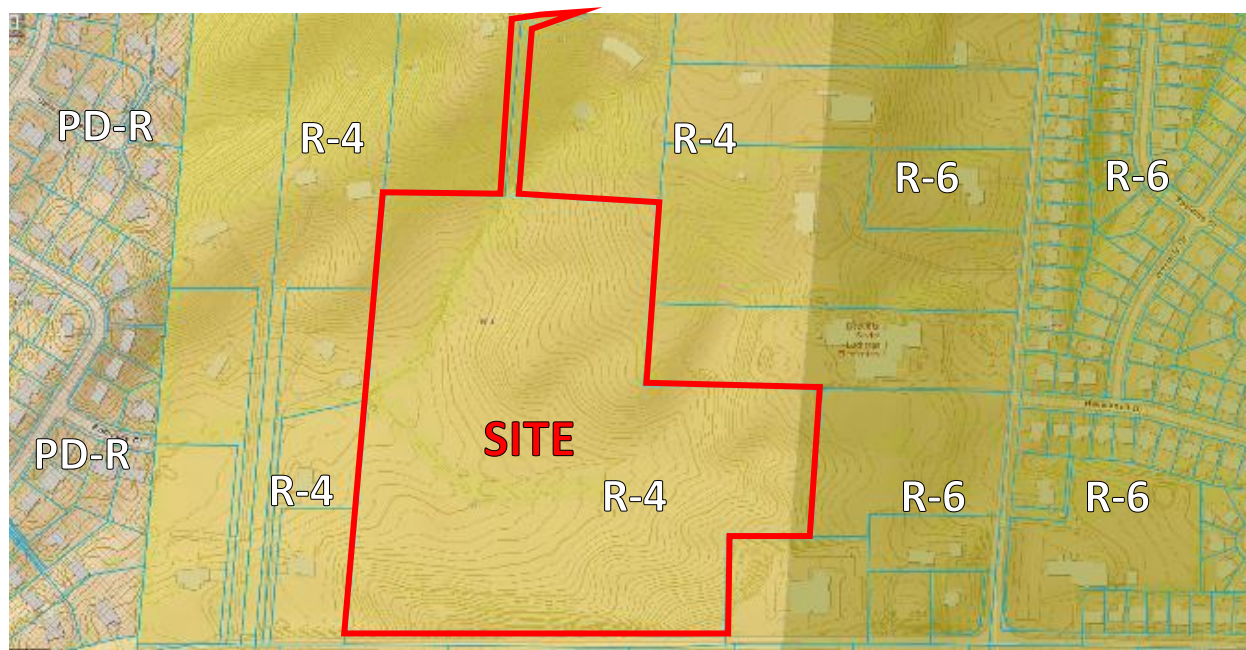
The intent of the R-6 District is intended to provide for a mixture of residential housing types at a moderate density. Housing units in this district may include detached housing or housing where units are attached through common walls, but not floors, and are served by water and sewer services.

The submitted request is to change the zoning on the site to PD-R (Planned Development – Residential). The intent and purpose of Planned Development Districts 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.

FIGURE 2 – CURRENT ZONING MAP



SECTION F – COMPREHENSIVE PLAN

The site in question is located in between the Bevis/Pleasant Run Character Area of the current Comprehensive Plan. The plan provides the following policies and information relevant to the application:

1. Single-Family Residential are appropriate land uses within this area.
2. The plan provides the following relevant information in the vision for the Bevis / Pleasant Run Character Area:

“Residential uses may also expand within this area, but this expansion will involve the infill of several large lots that still exist in this character area. New homes will be single-family detached housing in subdivisions that fit in with surrounding developments.

3. Relevant Development Policies within the plan states the following:
 - a. Encourage additional connections to the sewer system when they are requested by a majority of property owners or are mandated by the Hamilton County General Health District.
 - b. Develop a property maintenance program either at the Township level or through cooperation with a countywide enforcement program.
 - c. In new developments, include roadway connections to the maximum extent possible (no cul-de-sacs) and elements of pedestrian connectivity including sidewalks and trails.
 - d. Create methods of dealing with stormwater management through use of greenspaces, minimal lot coverage and landscaping to absorb the runoff.
4. Relevant Land use Guidelines in the Plan include the following:
 - a. The density of any new residential use should reflect development of similar uses within the character area.
 - b. Restrict attached housing to existing developments with no expansion of such uses within this area.

SECTION G - DEVELOPMENT PLAN REVIEW

The submitted development plan and application materials indicate the following:

1. Development of a planned community containing 68 detached single-family dwelling units.
 - a. The overall density of the development is 2.35 units per acre
2. Provision of 8.47 acres of open space.
 - a. The plan indicates that natural areas throughout the development will be preserved.
3. Proposed development setbacks for the single-family homes would be as follows:
 - a. Front yard: 25 feet (lots 1-13) and 30 feet (lots 14-68)
 - b. Side yard: 5 feet / 10 feet
 - c. Rear yard: 35 feet
4. Establishment of a minimum lot size is 7,800 square feet.
5. Vehicular access to the development is provided from Kemper Road.
6. Provision of two (2) detention retention ponds located adjacent to the west property line.
7. Provision of landscaping and screening along the west property line and along a portion of the east and north property lines.
8. Provision of street trees internal to the development.

9. Provision of entrance signage along with corresponding landscaping at the entrance gateway to the site from Kemper Road.
10. An access stub is shown providing for future vehicular access to the property located to the east.
11. Sidewalk is shown throughout the development and along the perimeter of the Fire Station property. There is no sidewalk shown along Kemper Road. The applicant has currently applied for a waiver from the sidewalk requirement along Kemper Road.
12. A traffic impact analysis was submitted by the applicant and approved by the Hamilton County Engineers (see attached).
13. A letter was submitted from MSD showing that sewer is present and accessible to the site (see attached).
14. Attached within this report are comments provided by specific agencies in charge of review. No comments were made that would prevent the project from proceeding.

Development Comparison Charts

The following charts provide a comparison of the proposed development to the underlying R-4 District as well as previous development proposals.

Zoning Comparison

	<u>Current Zoning Standard</u>	<u>Proposed Standard</u>
Minimum lot size	14,000 sf	7,800 sf - 18,392 sf – avg. 10,318 sf.*
Overall Density	3.11 units / acre	2.38 units / acre
Minimum lot width	80 ft.	65 ft.
Minimum front setback	35 ft.	30 ft. & 25 ft. for lots 1 to 13
Minimum side yard	10 ft.	5 ft. / 10 ft.
Minimum rear yard	35	35 ft.

* Taking the additional of the significant amount of open space within the proposed development and the average density of lots and open space equals 15,743 square feet per single-family house.

Prior Development Comparison

	<u>Sloneker Reserve</u>	<u>Abbeytown</u>
Minimum lot size	14,000 sf	7,800 sf - average 10,318 sf.
Minimum lot width	80 ft.	65 ft.
Minimum front setback	40 ft.	30 ft. & 25 ft. for lots 1 to 13
Open Space Dedicated	0.98 acre	8.75 acres
Perimeter buffering	none	some provided
Lots within 29.8 acres	57	68

SECTION H – REQUESTS

1. Zone Change from R-4 and R-6 to PD-R and Preliminary Development Plan Approval to allow for development of 68 single-family dwelling units as proposed.
2. Variances to allow for a reduction in the area and height requirements to allow for a minimum lot size of 7,800 square feet (14,000 square feet in underlying district), a minimum lot width of 65 feet (80 feet in underlying district), a front yard setback of 25 feet (35 feet in underlying district), and a side yard setback of five (5) feet (10 feet in underlying district).

SECTION I - 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 9.3.6 of the Zoning Resolution provides the following information related to Design Standards:

- (A) Design standards for area, lot coverage, density, yard requirements, parking, landscaping, and screening for a proposed PD District shall be established in the PD Preliminary development plan by the Zoning Commission and Board of Township Trustees.
- (B) Exceptions and variations from the design standards provided by the base zoning districts of this Resolution (e.g., R-1, R-2, B-1, etc.) may, and should be granted by the Zoning Commission and Board of Township Trustees when it is determined that due to certain design elements, natural features, and public amenities, the exceptions are warranted.
- (C) Standards for public infrastructure improvements shall be governed by the applicable regulations of the agency with jurisdiction that is charged with the responsibility for review and approval.

SECTION J - RECOMMENDATION

Staff provides the following recommendation:

1. **APPROVAL** of the Zone Change and Preliminary Development Plan to allow for the construction of the 68 single-family dwelling units, subject to the following conditions:
 - a. That the front façade of all dwellings contains an element of stone, brick, or other masonry unit.
 - b. The minimum housing size shall be 1,400 square feet for one-story residential dwellings and 1,600 square feet for two-story residential dwellings.
 - c. All homes shall feature a basement. Said basement shall not be considered part of the floor area established within Condition 2.
 - d. That a plan for the intent and treatment of the open space areas be included within the Final Development Plan. Said plan shall address the manner in which the common open space will be developed or treated which includes one or more of the following options: keeping it natural and maintained, provision of a playground, provision of paved walking trails, provision of planting and landscaping.
 - e. That a Homeowners Association (HOA) be formed to manage and care for the common open space, retention ponds, fencing, and vegetative buffers.
 - f. The maintenance of the vegetative buffers, fencing, and open space areas shown on the approved preliminary plan and final development plan shall be included and outlined within the HOA documents of Abbeytown Subdivision. Maintenance shall be conducted in a manner that promotes and fosters the intent of the buffer to screen the new development from existing adjacent development.
 - g. That a street lighting district be set up for this development in accordance with the standards of Colerain Township.

- h. That a waiver be granted for the sidewalk connection along Kemper Road
 - i. That future sale of the “panhandle” portion of the tract to adjacent property owners and only adjacent property owners to the east or west be permitted to occur as an Administrative Modification to the approved Development Plan.
 - j. That the proposed development meets applicable standards and regulations for other development review agencies.
2. **APPROVAL** of the variances from the underlying area and height standards of the Zoning Districts.

SECTION K – STAFF COMMENTS / BASIS FOR RECOMMENDATIONS

- 1. The plan is consistent with the comprehensive plan as it pertains to permitted types of land use, the vision for the Bevis / Pleasant Run Character Area and the corresponding guidelines and policies. The proposed density, character and form of the proposal, as conditioned, is also generally consistent with the land located within the immediate and peripheral areas of the site which consist of churches, a school, a Fire Station, suburban residential development and single-family larger lot development.
- 2. The proposed zone change will benefit the community through the provision of new homes for new residents within a development design that preserves and protect natural open space rather than clear cutting land for development.
- 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. The plan shows access from Kemper Road and provides a stub to the property located immediately east of the site. The proposed stub is the most logical area of the site to provide future access to.
- 4. The proposed development is accessible from Kemper Road. A Traffic Impact study was submitted, found to be valid, and approved by the Hamilton County Engineer regarding the proposed access.
- 5. The proposal is consistent with the intent and purpose of the Zoning Resolution for Planned Development.
- 6. Staff finds the variance from the underlying area and height requirements to be appropriate. The intent of the Zoning Resolution for Planned Developments is to allow for creative designs that protect and preserve open space. The submitted development plan effectively clusters development in certain areas of the site using smaller lots and larger preserved open spaces, thus necessitating the proposed variances. The result is a development is not only impactful in the preservation of open space and natural land but it is also less dense at 2.38 units per acre than the 3.11 units per acre that is permitted by-right in the R-4 District. Furthermore, the clustering of development is also consistent with best practices for fiscal policies of the Township regarding maintenance. Shorter lot widths require less road maintenance over the long run, a considerable cost in the upkeep of all new residential development.

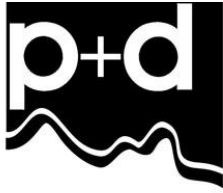


SECTION L – ADDITIONAL COMMENTS

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.

SECTION L – ATTACHMENTS

- Attachment A – Hamilton County Stormwater
- Attachment B – Hamilton County Soil and Water Comments
- Attachment C – Hamilton County Engineers Comments
- Attachment D – Colerain Fire Comments
- Attachment E – Applicant Submittal Materials



HAMILTON COUNTY

Planning + Development

138 E COURT ST., RM 801
CINCINNATI, OH 45202

GENERAL INFORMATION
(513) 946-4550
www.hamiltoncountyohio.gov/pd

Director

James Noyes

Divisions

Chief Building Official
Bruce Crase, CBO

Community Development
Joy Pierson

Community Planning
Steve Johns, AICP

Land Use + Zoning
Bryan Snyder, AICP

Stormwater + Infrastructure
Mohammad Islam, PE

Board of County Commissioners

Denise Driehaus
Stephanie Summerow Dumas
Alicia Reece

February 9, 2021

Michael Ionna

Colerain Township Planning & Zoning Administration

Reference: Zone Change – Abbeytown Subdivision – ZA2019-08 – Colerain Township

To whom it may concern:

The concept plan for the subject subdivision has been reviewed. The following items should be considered by the Engineer to comply with Hamilton County Storm Drainage regulations.

The Hamilton County Storm Water District's Post Construction Regulation Article V and Stream Corridor Regulation Article IV were adopted by the County Commissioners effective September 12, 2019. The project should be designed to be in compliance with the above-mentioned regulations. Copies of the regulations can be downloaded [here](#).

- a. The project will require a detention basin as per section ST 405 and ST 711 of Hamilton County Planning and Development Storm Water Drainage System Rules and Regulations.
- b. While designing the Storm Water system for the proposed project the Engineer must comply with Rules and Regulation of the Hamilton County Planning and Development department Governing the construction, operation, maintenance and use of the Storm Drainage System in Hamilton County, Ohio, adopted January 1, 1974 and **revised on January 17, 2007** and to give special consideration to the following:
 1. No diversion of storm water run-off will be permitted.
 2. The Director of Planning and Development must approve total storm water compensation. Storm water detention based upon our current regulations will be required, including a staged Pre-Development 1-year, and Pre-development 10-year controlled release for each drainage area. A "Private Drainage Easement for Storm Water Detention" plat and an as-built drawing must be submitted certifying the required volume after construction is completed.
 3. All storm water detention basins are to be sized for a 100-year event based on Exhibit 33.
 4. All storm drainage catch basins and head walls are to conform to said Rules and Regulations.
 5. All streams and/or watercourses affecting the site shall be analyzed based on a One hundred (100) year frequency storm.
 6. All internal drainage systems are to be designed for a ten (10) year storm with the 100-year hydraulic gradient shown no higher than six inches below all catch basin and/or storm manhole openings.
 7. All structures are to be protected from storm water flooding based on a one hundred (100) year storm within or out of a Special Flood Hazard Area.
 8. **A storm water drainage investigation may be required offsite and downstream of all developments or projects.**

Along with the Final Development/Improvement Plans, the Developer/Owner is to submit one set of storm water detention and drainage calculations, and drainage maps.

Erosion and sediment control, to protect all adjacent properties, must be implemented beginning with the design process of this project.

Prior to performing any work within a Special Flood Hazard Area, application for and approval of a Special Flood Hazard Area development permit shall be required from this office pursuant to the "Flood Damage Prevention Regulations".

The Final Improvement Plan must conform to preliminary construction drawings and meet the requirements of the current Hamilton County Planning and Development Storm Water Drainage System Rules and Regulations. We reserve the right to make any changes deemed necessary for final plan conformity to current regulations.

Respectfully,

A handwritten signature in cursive script that reads "Ben Poole".

Ben Poole, EIT
Project Engineer

cc: File

Mr. Ionna

The earthwork for the proposed Abbeytown Subdivision will need to be reviewed for compliance with the Hamilton County Earthwork Regulations. The following items must be addressed in order for the District to approve and issue an Earthwork Permit:

1. Sites disturbing more than 1 acre of ground for construction activities must file a notice of intent (NOI) to the Ohio EPA for Storm Water discharge associated with construction. The 2018 Construction General Permit (CGP) requires the approval of the Storm Water Pollution Prevention Plan first be obtained from Hamilton County prior to filing the NOI. In Hamilton County, the SWPPP is both reviewed by the Hamilton County Soil & Water Conservation District for erosion and sediment control and the Hamilton County Planning and Development for water quality.
 - A) The Storm Water Pollution Prevention Plan (SWPPP) must include the Erosion Prevention and Sediment Control Plan (EP&SC Plan) compliant with the requirements under the Revised Rules and Regulations of the Hamilton County Soil & Water Conservation District and the Hamilton County Storm Water District Governing Earthwork. The regulations can be downloaded from <http://www.hcswd.org/documents.html> or <https://www.hcswcd.org/earthwork-earth-movement.html>
 - a. The Erosion Prevention and Sediment Control Plan must use best management practices (BMPs) approved under the most current State of Ohio Rainwater and Land Development Manual. The Rainwater and Land Development Manual can be downloaded from the Ohio Environmental Protection Agency website at: http://epa.ohio.gov/dsw/storm/technical_guidance
 - b. Other Controls addressing non-sediment pollution controls such as waste disposal, construction chemical compounds, equipment fueling and maintenance and spill reporting requirements compliant with Part III.G.2.g on page 28 of the 2018 OEPA Construction General Permit must be included on the plans.
 - B) The Storm Water Pollution Prevention Plan (SWPPP) must be compliant with the Post Construction Water Quality Management Requirements under Part III.G.2.e of the 2018 Ohio EPA Construction General Permit. Information compliant with the Post Construction Storm Water Management Requirements must be provided on the plans and submitted to and approved by the Hamilton County Planning & Development Stormwater & Infrastructure Department. Please Contact Ben Poole at (513) 946-4753 for these requirements.
2. The grading plan will be reviewed for compliance with Section 311 "Geotechnical Performance Standards". Depending on the review, the earthwork for the project may be required to be monitored by a State of Ohio Registered Professional Geotechnical Engineer and certified upon completion.
 - a. Please provide the geotechnical report for the project.

3. The site is subject to the Earthwork Fees approved by the Board of County Commissioners for Hamilton County effective March 1, 2019. The Earthwork Fees must be paid prior to the issuance of the Earthwork Permit.

Please contact the District if you have questions or comments regarding this email.

Sincerely,

Chey Alberto, CPESC
Urban Conservationist
Hamilton County Soil and Water Conservation District
1325 E Kemper Rd. Suite 115
Cincinnati, Ohio 45246
Tel: (513) 772-7645
Fax: (513) 772-7656



see our website at www.hcswcd.org



Click here to visit us on Facebook
www.facebook.com/HamiltonCountySoilandWaterConservationDistrict

County of Hamilton

ERIC J. BECK P.E. - P.S. COUNTY ENGINEER

TODD B. PORTUNE CENTER FOR COUNTY GOVERNMENT

138 EAST COURT STREET, ROOM 700

CINCINNATI, OHIO 45202-1232

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

February 8, 2021

Colerain Township
4200 Springdale Road
Colerain Township, OH 45251

Attn: Michael Ionna, AICP

RE: ZA2021-01 Abbeytown Amended Submission

Dear Mr. Ionna:

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

- 1) Grading within the right-of-way must conform to the most appropriate Hamilton County typical section. Any grading plan having an effect on the public right-of-way must be reviewed and approved by the Hamilton County Engineer's Office. Right-of-way clearing and grading must occur during the initial phase of construction to facilitate utility relocation operations.
- 2) No landscaping, screening or obstructions shall be permitted in the public right-of-way.
- 3) All roadway improvements in the public right of way to be performed by the developer need to be reviewed and approved by this office. A right of way use permit must be obtained prior to the commencement of any work.
- 4) A sight distance has been performed for the proposed access point and meets the requirements of *Rules and Regulations of the Office of the County Engineer governing driveway regulations and pavement and/or right-of-way opening provisions for the unincorporated area of Hamilton County*.
- 5) Locations of driveways and movements from said locations shall be consistent with the *Hamilton County Access Management Regulations*.
- 6) The proposed development will generate additional traffic and congestion. The developer has conducted a traffic impact study, prepared by a qualified traffic engineer. The traffic impact study has been approved by this office.

- 7) The owner must dedicate enough property to create a right-of-way in fee which shall have a minimum width of fifty feet (50') from the centerline of right-of-way to the adjacent proposed right-of-way line along the Kemper Road frontage in accordance with the Hamilton County Thoroughfare Plan.

This office reserves the right to add, delete or make modifications to the above stated comments.

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

Respectfully,

Eric J. Beck, P.E.-P.S.
HAMILTON COUNTY ENGINEER



Jeffery T. Newby, P.E.
Traffic Engineer

EJB\jtn
C: DJ, EJB, Dedication File, Case File

From: [Mark Walsh](#)
To: [Michael Ionna](#)
Subject: RE: Abbeytown Subdivision
Date: Monday, February 8, 2021 3:03:19 PM

We are good

Mark Walsh

From: Michael Ionna <mionna@colerain.org>
Sent: Monday, February 8, 2021 2:44 PM
To: Mark Walsh <mwalsh@colerain.org>
Subject: Abbeytown Subdivision

Do you have any comments for the Abbeytown Subdivision? If so it goes out tomorrow. If it is okay then a simple note saying that it is okay will work.

MHI

Michael Ionna, AICP

Director of Planning & Zoning Administration

**** Visit ImagineColerain.com and help guide the new Comprehensive Plan for Colerain Township****

****Get in the [Cerkl](#) to stay up-to-date with the latest in Colerain Township****

****Colerain Township's new [Customer Service Request](#) System is now live!**

Colerain Township

4200 Springdale Road
Colerain Township, OH 45251
Main Phone (513) 385-7500
Direct Phone (513) 923-5012
mionna@colerain.org
www.colerain.org

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This email (and accompanying documents) may contain protected health information that is privileged, confidential and/or otherwise exempt from and protected from disclosure under applicable laws, including the Health Insurance Portability and Accountability Act. The information contained in this email (and any accompanying documents) is intended only for the personal and confidential use of the intended recipient. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this information in error and that any review, dissemination, distribution, copying or action taken in reliance on the content of this communication is strictly prohibited. If you have received this communication in error, please destroy it immediately.

Begin Applicant Submittal Materials

Appendix A

Site Plan

Appendix B

Traffic Data

Kemper Road at Pippin Road - TMC

Tue Nov 10, 2020

Full Length (6 AM-9 AM, 3 PM-6 PM)

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 797614, Location: 39.300488, -84.571865, Site Code: Kemper Road at Pippin

Road

Provided by: SHA Engineering

6221 Thornberry Court,

Mason, OH, 45040, US

Leg Direction	Kemper Road Eastbound					Kemper Road Westbound					Pippin Road Northbound					Pippin Road Southbound					
Time	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	Int
2020-11-10 6:00AM	8	13	2	0	23	1	2	0	0	3	1	8	1	0	10	0	15	3	0	18	54
6:15AM	3	11	0	0	14	1	5	0	0	6	4	10	2	0	16	2	21	6	0	29	65
6:30AM	9	14	5	0	28	1	2	6	0	9	4	20	2	0	26	2	47	8	0	57	120
6:45AM	14	16	11	0	41	4	6	17	0	27	11	18	2	0	31	4	41	8	0	53	152
Hourly Total	34	54	18	0	106	7	15	23	0	45	20	56	7	0	83	8	124	25	0	157	391
7:00AM	9	25	9	0	43	1	7	18	0	26	18	29	4	0	51	3	49	6	0	58	178
7:15AM	19	25	15	0	59	2	8	20	0	30	20	25	2	0	47	6	44	11	0	61	197
7:30AM	11	35	15	0	61	8	13	26	0	47	8	27	4	0	39	7	52	9	0	68	215
7:45AM	6	32	11	0	49	10	16	33	0	59	20	49	4	0	73	3	35	7	0	45	226
Hourly Total	45	117	50	0	212	21	44	97	0	162	66	130	14	0	210	19	180	33	0	232	816
8:00AM	11	17	13	0	41	9	7	25	0	41	36	42	11	0	89	11	43	19	0	73	244
8:15AM	7	20	6	0	33	2	9	10	0	21	13	15	7	0	35	5	32	4	0	41	130
8:30AM	3	18	7	0	28	2	10	16	0	28	7	18	3	0	28	3	38	0	0	41	125
8:45AM	8	15	3	0	26	2	43	11	0	56	10	28	14	0	52	4	30	5	0	39	173
Hourly Total	29	70	29	0	128	15	69	62	0	146	66	103	35	0	204	23	143	28	0	194	672
3:00PM	3	17	8	0	28	12	24	19	0	55	38	50	11	0	99	9	24	1	0	34	216
3:15PM	6	12	8	0	26	10	28	19	0	57	18	50	13	0	81	11	50	17	0	78	242
3:30PM	5	22	9	0	36	12	27	13	0	52	16	46	18	0	80	11	30	6	0	47	215
3:45PM	2	19	8	0	29	11	28	16	0	55	22	55	26	0	103	6	38	10	0	54	241
Hourly Total	16	70	33	0	119	45	107	67	0	219	94	201	68	0	363	37	142	34	0	213	914
4:00PM	5	27	8	0	40	5	27	17	0	49	15	40	15	0	70	8	34	7	0	49	208
4:15PM	6	14	12	0	32	5	37	15	0	57	16	54	14	0	84	14	44	5	0	63	236
4:30PM	7	18	13	0	38	17	27	22	0	66	21	71	13	0	105	18	29	3	0	50	259
4:45PM	9	20	13	0	42	6	29	28	0	63	23	69	14	0	106	21	51	4	0	76	287
Hourly Total	27	79	46	0	152	33	120	82	0	235	75	234	56	0	365	61	158	19	0	238	990
5:00PM	2	20	13	0	35	7	27	21	0	55	38	93	13	0	144	20	47	2	0	69	303
5:15PM	7	25	17	0	49	4	36	31	0	71	44	82	14	0	140	17	47	4	0	68	328
5:30PM	8	23	12	0	43	11	22	28	0	61	29	100	8	0	137	11	41	8	0	60	301
5:45PM	5	15	8	0	28	7	23	25	0	55	33	108	16	0	157	7	42	6	0	55	295
Hourly Total	22	83	50	0	155	29	108	105	0	242	144	383	51	0	578	55	177	20	0	252	1227
Total	173	473	226	0	872	150	463	436	0	1049	465	1107	231	0	1803	203	924	159	0	1286	5010
% Approach	19.8%	54.2%	25.9%	0%	-	14.3%	44.1%	41.6%	0%	-	25.8%	61.4%	12.8%	0%	-	15.8%	71.9%	12.4%	0%	-	-
% Total	3.5%	9.4%	4.5%	0%	17.4%	3.0%	9.2%	8.7%	0%	20.9%	9.3%	22.1%	4.6%	0%	36.0%	4.1%	18.4%	3.2%	0%	25.7%	-
Lights and Motorcycles	168	462	223	0	853	145	443	418	0	1006	445	1095	226	0	1766	198	908	157	0	1263	4888
% Lights and Motorcycles	97.1%	97.7%	98.7%	0%	97.8%	96.7%	95.7%	95.9%	0%	95.9%	95.7%	98.9%	97.8%	0%	97.9%	97.5%	98.3%	98.7%	0%	98.2%	97.6%
Heavy	5	11	3	0	19	5	20	18	0	43	20	12	5	0	37	5	16	2	0	23	122
% Heavy	2.9%	2.3%	1.3%	0%	2.2%	3.3%	4.3%	4.1%	0%	4.1%	4.3%	1.1%	2.2%	0%	2.1%	2.5%	1.7%	1.3%	0%	1.8%	2.4%

*L: Left, R: Right, T: Thru, U: U-Turn

Kemper Road at Pippin Road - TMC

Tue Nov 10, 2020

Full Length (6 AM-9 AM, 3 PM-6 PM)

All Classes (Lights and Motorcycles, Heavy)

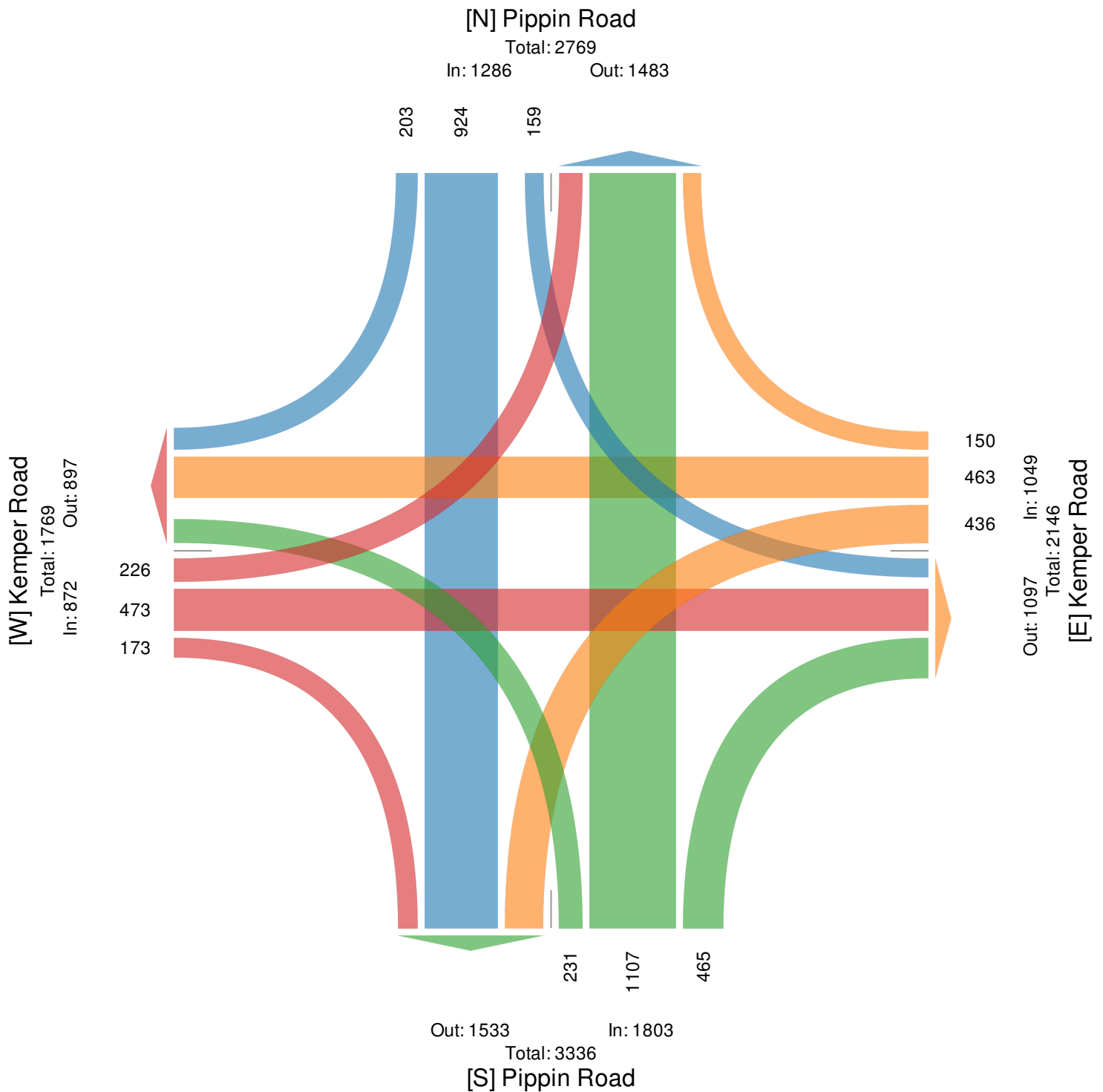
All Movements

ID: 797614, Location: 39.300488, -84.571865, Site Code: Kemper Road at Pippin Road

Provided by: SHA Engineering

6221 Thornberry Court,

Mason, OH, 45040, US



Kemper Road at Pippin Road - TMC

Tue Nov 10, 2020

AM Peak (7:15 AM - 8:15 AM)

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 797614, Location: 39.300488, -84.571865, Site Code: Kemper Road at Pippin Road

Provided by: SHA Engineering

6221 Thornberry Court,

Mason, OH, 45040, US

Leg Direction	Kemper Road Eastbound					Kemper Road Westbound					Pippin Road Northbound					Pippin Road Southbound					
Time	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	Int
2020-11-10 7:15AM	19	25	15	0	59	2	8	20	0	30	20	25	2	0	47	6	44	11	0	61	197
7:30AM	11	35	15	0	61	8	13	26	0	47	8	27	4	0	39	7	52	9	0	68	215
7:45AM	6	32	11	0	49	10	16	33	0	59	20	49	4	0	73	3	35	7	0	45	226
8:00AM	11	17	13	0	41	9	7	25	0	41	36	42	11	0	89	11	43	19	0	73	244
Total	47	109	54	0	210	29	44	104	0	177	84	143	21	0	248	27	174	46	0	247	882
% Approach	22.4%	51.9%	25.7%	0%	-	16.4%	24.9%	58.8%	0%	-	33.9%	57.7%	8.5%	0%	-	10.9%	70.4%	18.6%	0%	-	-
% Total	5.3%	12.4%	6.1%	0%	23.8%	3.3%	5.0%	11.8%	0%	20.1%	9.5%	16.2%	2.4%	0%	28.1%	3.1%	19.7%	5.2%	0%	28.0%	-
PHF	0.618	0.779	0.900	-	0.861	0.725	0.688	0.788	-	0.750	0.583	0.730	0.477	-	0.697	0.614	0.837	0.605	-	0.846	0.904
Lights and Motorcycles	45	108	53	0	206	28	42	95	0	165	80	139	21	0	240	25	170	46	0	241	852
% Lights and Motorcycles	95.7%	99.1%	98.1%	0%	98.1%	96.6%	95.5%	91.3%	0%	93.2%	95.2%	97.2%	100%	0%	96.8%	92.6%	97.7%	100%	0%	97.6%	96.6%
Heavy	2	1	1	0	4	1	2	9	0	12	4	4	0	0	8	2	4	0	0	6	30
% Heavy	4.3%	0.9%	1.9%	0%	1.9%	3.4%	4.5%	8.7%	0%	6.8%	4.8%	2.8%	0%	0%	3.2%	7.4%	2.3%	0%	0%	2.4%	3.4%

*L: Left, R: Right, T: Thru, U: U-Turn

Kemper Road at Pippin Road - TMC

Tue Nov 10, 2020

AM Peak (7:15 AM - 8:15 AM)

All Classes (Lights and Motorcycles, Heavy)

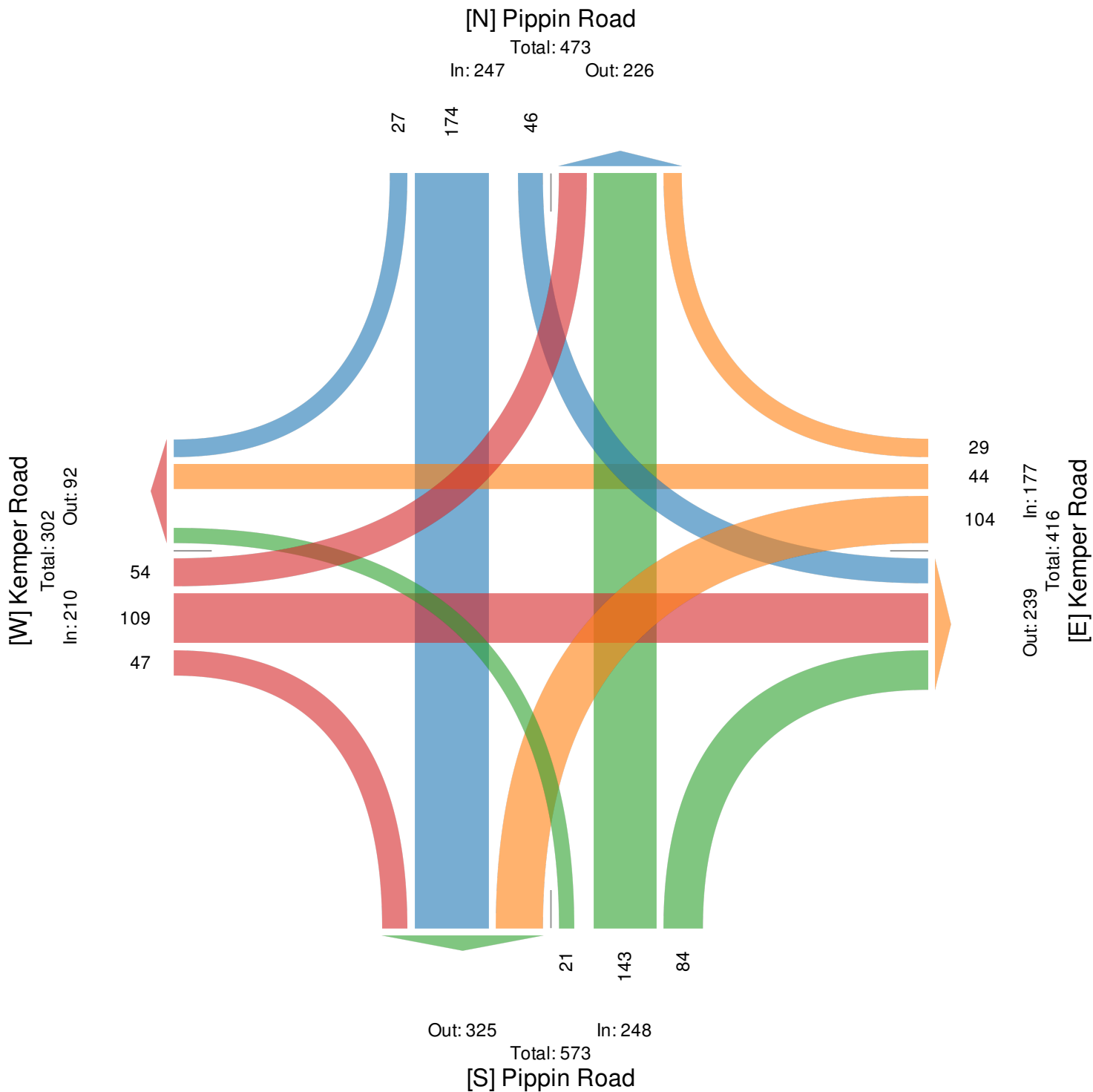
All Movements

ID: 797614, Location: 39.300488, -84.571865, Site Code: Kemper Road at Pippin Road

Provided by: SHA Engineering

6221 Thornberry Court,

Mason, OH, 45040, US



Kemper Road at Pippin Road - TMC

Tue Nov 10, 2020

PM Peak (5 PM - 6 PM) - Overall Peak Hour

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 797614, Location: 39.300488, -84.571865, Site Code: Kemper Road at Pippin Road

Provided by: SHA Engineering

6221 Thornberry Court,

Mason, OH, 45040, US

Leg Direction	Kemper Road Eastbound					Kemper Road Westbound					Pippin Road Northbound					Pippin Road Southbound					
Time	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	R	T	L	U	App	Int
2020-11-10 5:00PM	2	20	13	0	35	7	27	21	0	55	38	93	13	0	144	20	47	2	0	69	303
5:15PM	7	25	17	0	49	4	36	31	0	71	44	82	14	0	140	17	47	4	0	68	328
5:30PM	8	23	12	0	43	11	22	28	0	61	29	100	8	0	137	11	41	8	0	60	301
5:45PM	5	15	8	0	28	7	23	25	0	55	33	108	16	0	157	7	42	6	0	55	295
Total	22	83	50	0	155	29	108	105	0	242	144	383	51	0	578	55	177	20	0	252	1227
% Approach	14.2%	53.5%	32.3%	0%	-	12.0%	44.6%	43.4%	0%	-	24.9%	66.3%	8.8%	0%	-	21.8%	70.2%	7.9%	0%	-	-
% Total	1.8%	6.8%	4.1%	0%	12.6%	2.4%	8.8%	8.6%	0%	19.7%	11.7%	31.2%	4.2%	0%	47.1%	4.5%	14.4%	1.6%	0%	20.5%	-
PHF	0.688	0.830	0.735	-	0.791	0.659	0.750	0.847	-	0.852	0.818	0.887	0.797	-	0.920	0.688	0.941	0.625	-	0.913	0.935
Lights and Motorcycles	22	82	49	0	153	29	108	105	0	242	144	382	50	0	576	55	177	20	0	252	1223
% Lights and Motorcycles	100%	98.8%	98.0%	0%	98.7%	100%	100%	100%	0%	100%	100%	99.7%	98.0%	0%	99.7%	100%	100%	100%	0%	100%	99.7%
Heavy	0	1	1	0	2	0	0	0	0	0	0	1	1	0	2	0	0	0	0	0	4
% Heavy	0%	1.2%	2.0%	0%	1.3%	0%	0%	0%	0%	0%	0%	0.3%	2.0%	0%	0.3%	0%	0%	0%	0%	0%	0.3%

*L: Left, R: Right, T: Thru, U: U-Turn

Kemper Road at Pippin Road - TMC

Tue Nov 10, 2020

PM Peak (5 PM - 6 PM) - Overall Peak Hour

All Classes (Lights and Motorcycles, Heavy)

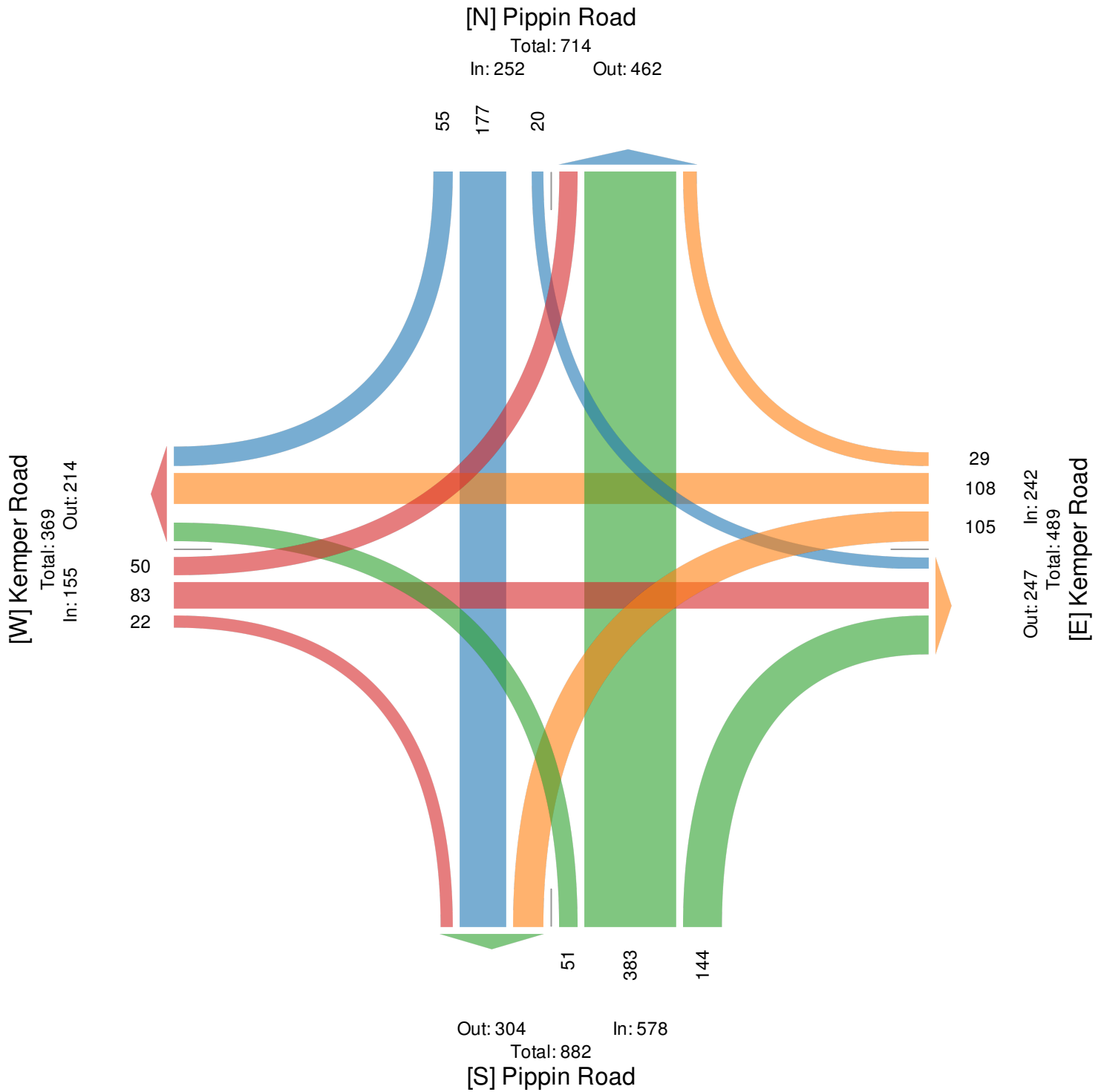
All Movements

ID: 797614, Location: 39.300488, -84.571865, Site Code: Kemper Road at Pippin Road

Provided by: SHA Engineering

6221 Thornberry Court,

Mason, OH, 45040, US



Appendix C

Turn Lane Warrants

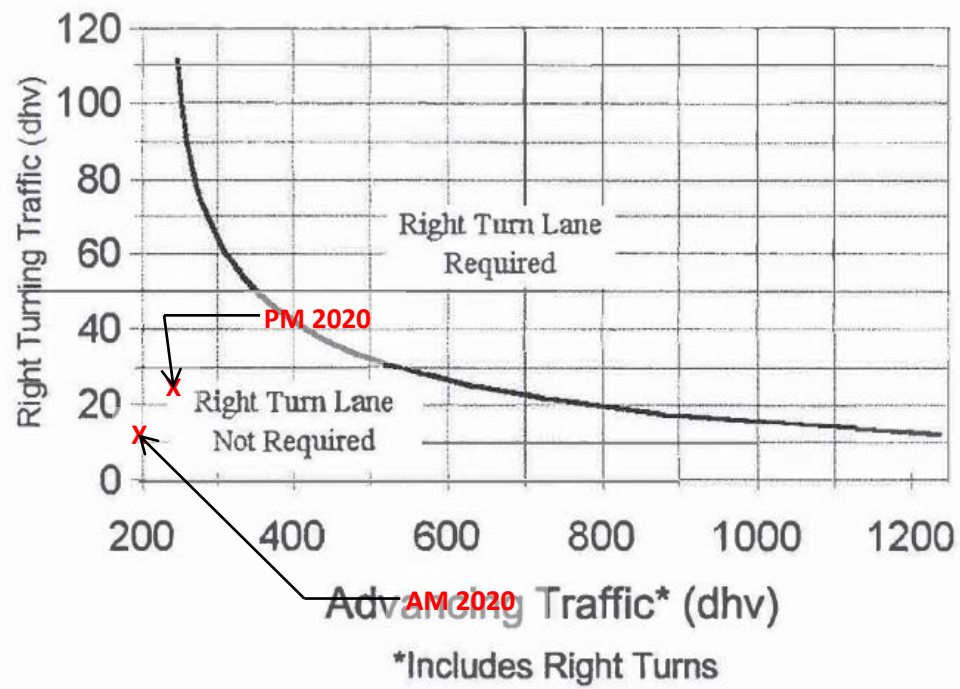
Kemper Road at Access Drive
Westbound Right Turn Lane (Build Scenario)

2020 AM/PM

Advancing Volume
114/271

Right Turns
8/25

2-Lane Highway Right Turn Lane Warrant
> 40 mph or 70 kph Posted Speed



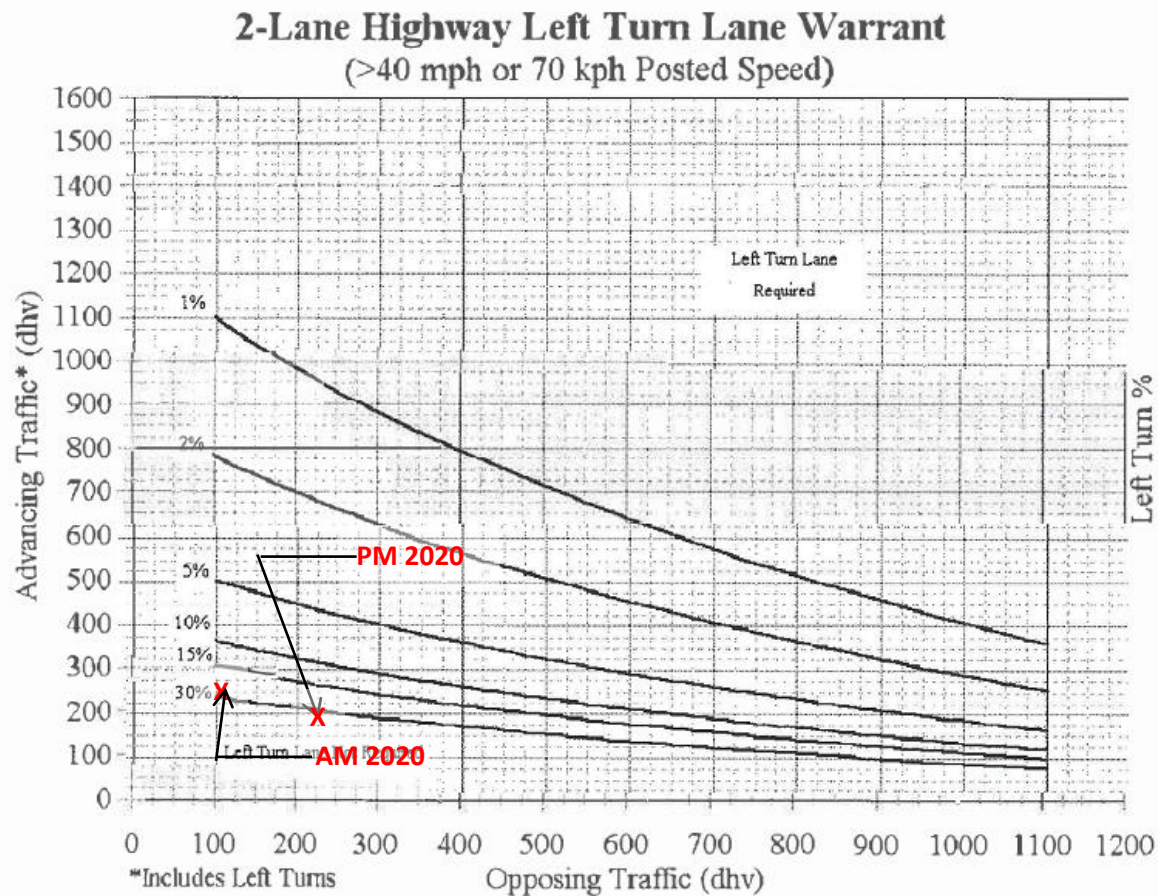
**2-LANE RIGHT TURN LANE
WARRANT (HIGH SPEED)**

401-6b
REFERENCE SECTION
401.6.3

Kemper Road at Access Drive Eastbound Left Turn Lane

	Advancing Volume	Opposing Volume	Left Turns
2021 AM/PM	246/195	109/263	5(2.0%)/17 (8.8%)

October 2004



**2-LANE LEFT TURN LANE
WARRANT (HIGH SPEED)**

REFERENCE SECTION
401.6.1

401-5b

Appendix D

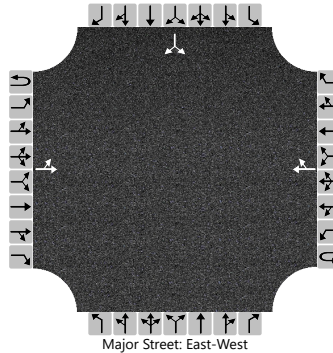
Capacity Analysis

HCS7 Two-Way Stop-Control Report

General Information

Analyst	JA	Intersection	Kemper at Access Drive
Agency/Co.	SHA Engineering LLC	Jurisdiction	Hamilton County, Ohio
Date Performed	11/14/2020	East/West Street	Kemper Road
Analysis Year	2020	North/South Street	Access Drive
Time Analyzed	AM Peak - Build	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	Residential Development on Kemper Road		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		5	241				106	8						22		15
Percent Heavy Vehicles (%)		3												3		3
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.13												6.43		6.23
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.23												3.53		3.33

Delay, Queue Length, and Level of Service

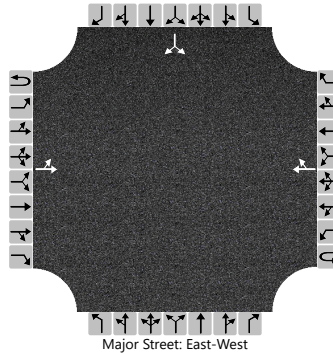
Flow Rate, v (veh/h)		5													40	
Capacity, c (veh/h)		1457													707	
v/c Ratio		0.00													0.06	
95% Queue Length, Q ₉₅ (veh)		0.0													0.2	
Control Delay (s/veh)		7.5													10.4	
Level of Service (LOS)		A													B	
Approach Delay (s/veh)	0.2												10.4			
Approach LOS													B			

HCS7 Two-Way Stop-Control Report

General Information

Analyst	JA	Intersection	Kemper at Access Drive
Agency/Co.	SHA Engineering LLC	Jurisdiction	Hamilton County, Ohio
Date Performed	11/14/2020	East/West Street	Kemper Road
Analysis Year	2020	North/South Street	Access Drive
Time Analyzed	PM Peak - Build	Peak Hour Factor	0.92
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	Residential Development on Kemper Road		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	0	0		0	1	0
Configuration		LT						TR							LR	
Volume (veh/h)		17	178				246	25						15		10
Percent Heavy Vehicles (%)		3												3		3
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.1		6.2
Critical Headway (sec)		4.13												6.43		6.23
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.23												3.53		3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		18													27	
Capacity, c (veh/h)		1261													588	
v/c Ratio		0.01													0.05	
95% Queue Length, Q ₉₅ (veh)		0.0													0.1	
Control Delay (s/veh)		7.9													11.4	
Level of Service (LOS)		A													B	
Approach Delay (s/veh)	0.8												11.4			
Approach LOS													B			

Appendix E

ITE Trip Generation Summary

Trip Generation Summary

Alternative: Alternative 1

Phase:

Open Date: 11/14/2020

Project: Single Family - Kemper Road

Analysis Date: 11/14/2020

ITE	Land Use	Weekday Average Daily Trips				Weekday AM Peak Hour of Adjacent Street Traffic				Weekday PM Peak Hour of Adjacent Street Traffic			
		*	Enter	Exit	Total	*	Enter	Exit	Total	*	Enter	Exit	Total
210	SFHOUSE 1		321	321	642		13	37	50		42	25	67
	68 Dwelling Units												
Unadjusted Volume			321	321	642		13	37	50		42	25	67
Internal Capture Trips			0	0	0		0	0	0		0	0	0
Pass-By Trips			0	0	0		0	0	0		0	0	0
Volume Added to Adjacent Streets			321	321	642		13	37	50		42	25	67

Total Weekday Average Daily Trips Internal Capture = 0 Percent

Total Weekday AM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

Total Weekday PM Peak Hour of Adjacent Street Traffic Internal Capture = 0 Percent

* - Custom rate used for selected time period.

Source: Institute of Transportation Engineers, Trip Generation Manual 10th Edition

TRIP GENERATION 10, TRAFFICWARE, LLC

P. 1

Appendix F

Intersection Sight Distance Exhibits

HAMILTON COUNTY ENGINEER'S

PROJECT SITE REVIEW

PROJECT NAME: **ABBEYTOWN**

ROAD: **KEMPER RD**

1) Number of pictures taken at the site: **2**

2) Note any legal speed limit in both directions: **50**

3) Note any advisory speed: **NA**

4) The existing width of County road(s) and number of lanes:

Width: **32**

Lanes: **2**

5) ESTIMATE SIGHT DISTANCE:

Available sight distance to the right for exiting vehicles: **650'**

Available sight distance to the left for exiting vehicles: **560'**

Available sight distance for entering left turn vehicles: **585'**

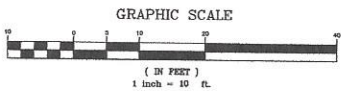
6) Note the location of any drives or streets on the opposite side of the roadway where a proposed access point could align: **NA**

7) Comments: **TARGET SET 17' OFF EDGE OF PAVEMENT USING 3.5 HOE AND HOV TARGET SET 80' WEST OF 3035 KEMPER ROAD EXISTING EDGE OF DRIVE APPROACH**

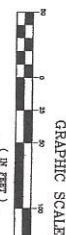
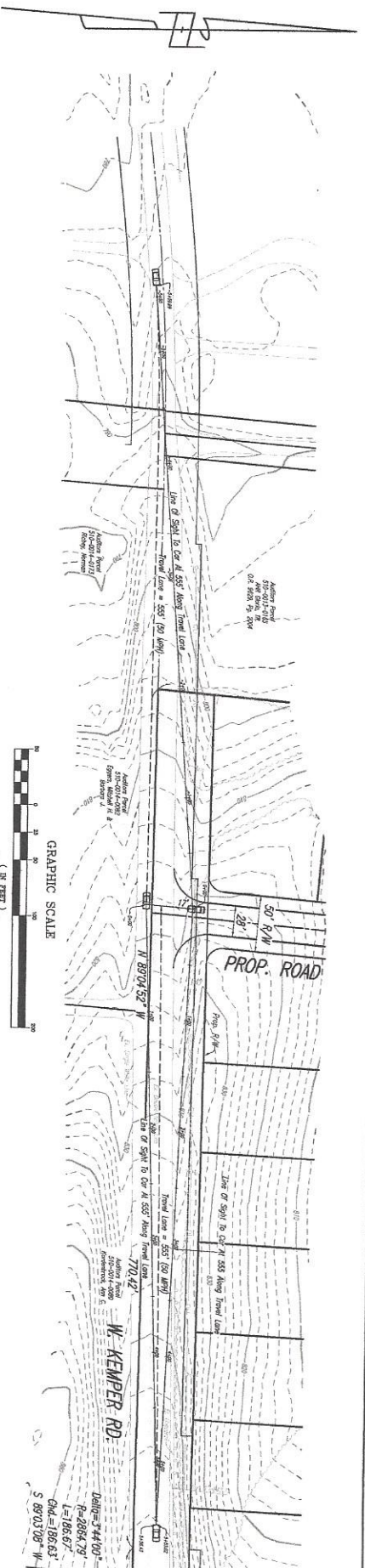
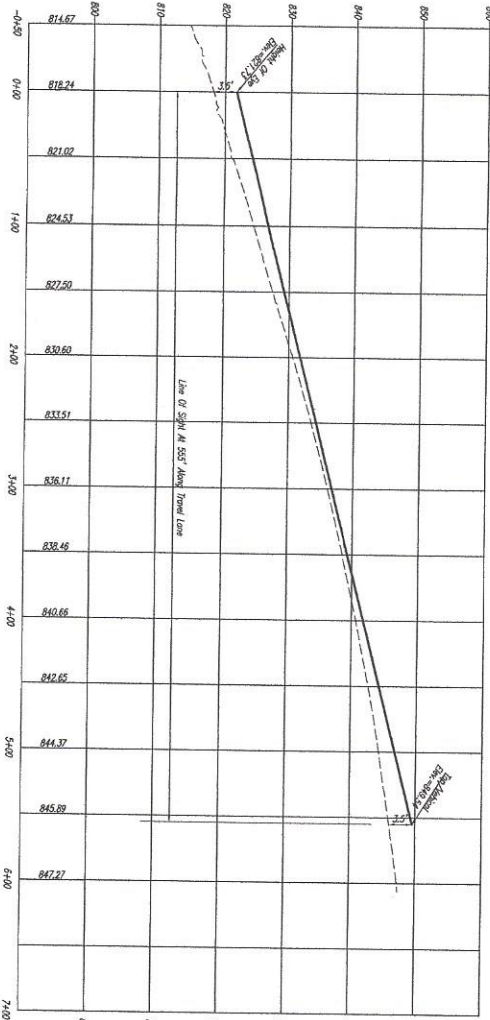
Date: **11/04/2020**

Field inspected by: **DEBI CALHOUN**

No drawings or data are to be used for any purpose other than that for which they were prepared. The user assumes all liability for any use of this information other than as intended.

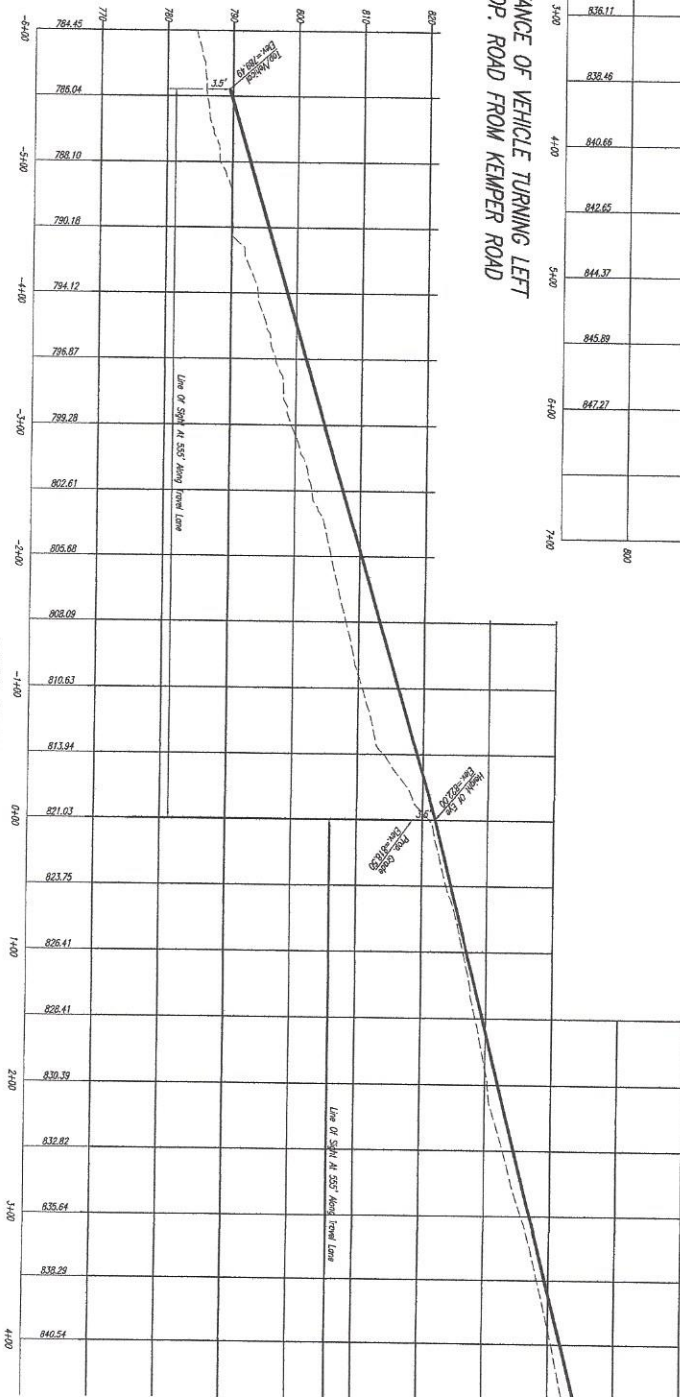


SIGHT DISTANCE OF VEHICLE TURNING LEFT INTO PROP. ROAD FROM KEMPER ROAD



NOTE:
SIGHT DISTANCE CENTER BASED ON 0.007
REFERENCE SECTION 201-4 & 201-5
MIN. LINE OF SIGHT FOR A LEFT TURN = 55°
MIN. LINE OF SIGHT FOR A RIGHT TURN = 55°
DECISION POINT = 17' FROM WHITE LINE

SIGHT DISTANCE ALONG KEMPER ROAD



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



53



Storm Water Drainage System Application

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

1. Applicant to complete all applicable spaces on this form.

Date: 01/12/21

Identification	Name	Street Address	City	State	Zip	Phone	Email Address
Owner or Developer:	M/I Homes of Cinti., LLC	9349 Waterstone Blvd, #100	Cincinnati	OH	45249	513-833-2201	bausting@mihomes.com
Contractor:	Not Known						
Engineer	Abercrombie & Assoc.	8111 Cheviot Road, #200	Cincinnati	OH	45247	513-385-5757	sphuber@abercrombie-associates.com

2. Project Information:

Project Title: Abbeytown
A unique name to identify your project

Township: Colerain

Project Address: Parcel 510-0013-0009

3. Check Applicable Box:

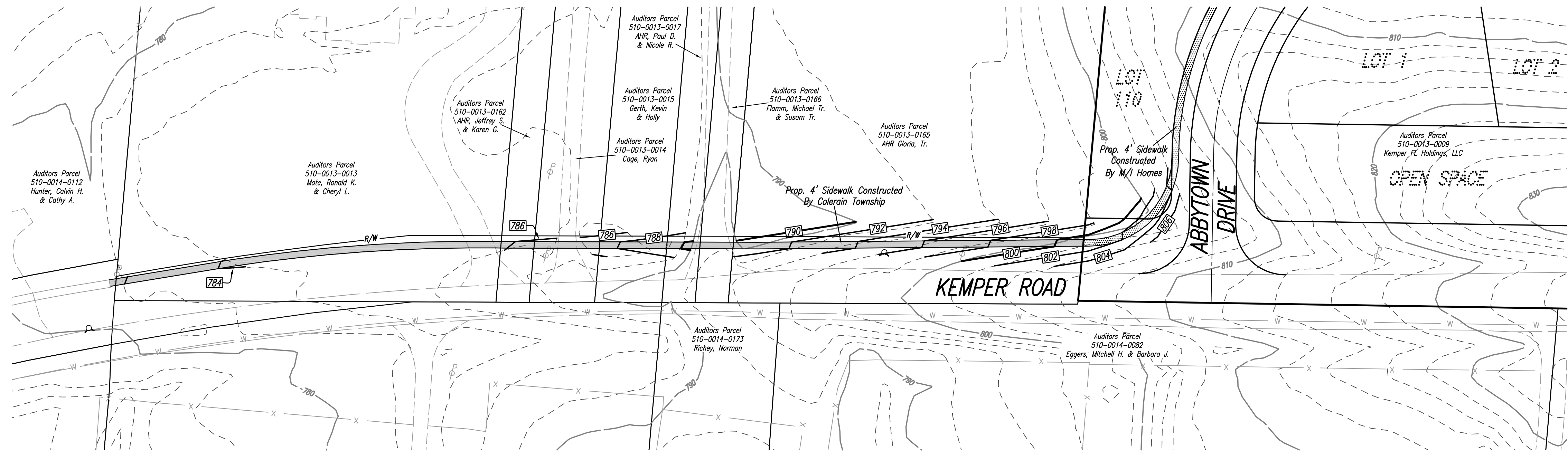
Type of Project	Concept Review	Improvement Plan* Review
Subdivision:	XXX	
Frontage Subdivision:		
Commercial/Industrial:		
Building Permit:		
Other:		
*Improvement plans are detailed construction drawings.		

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

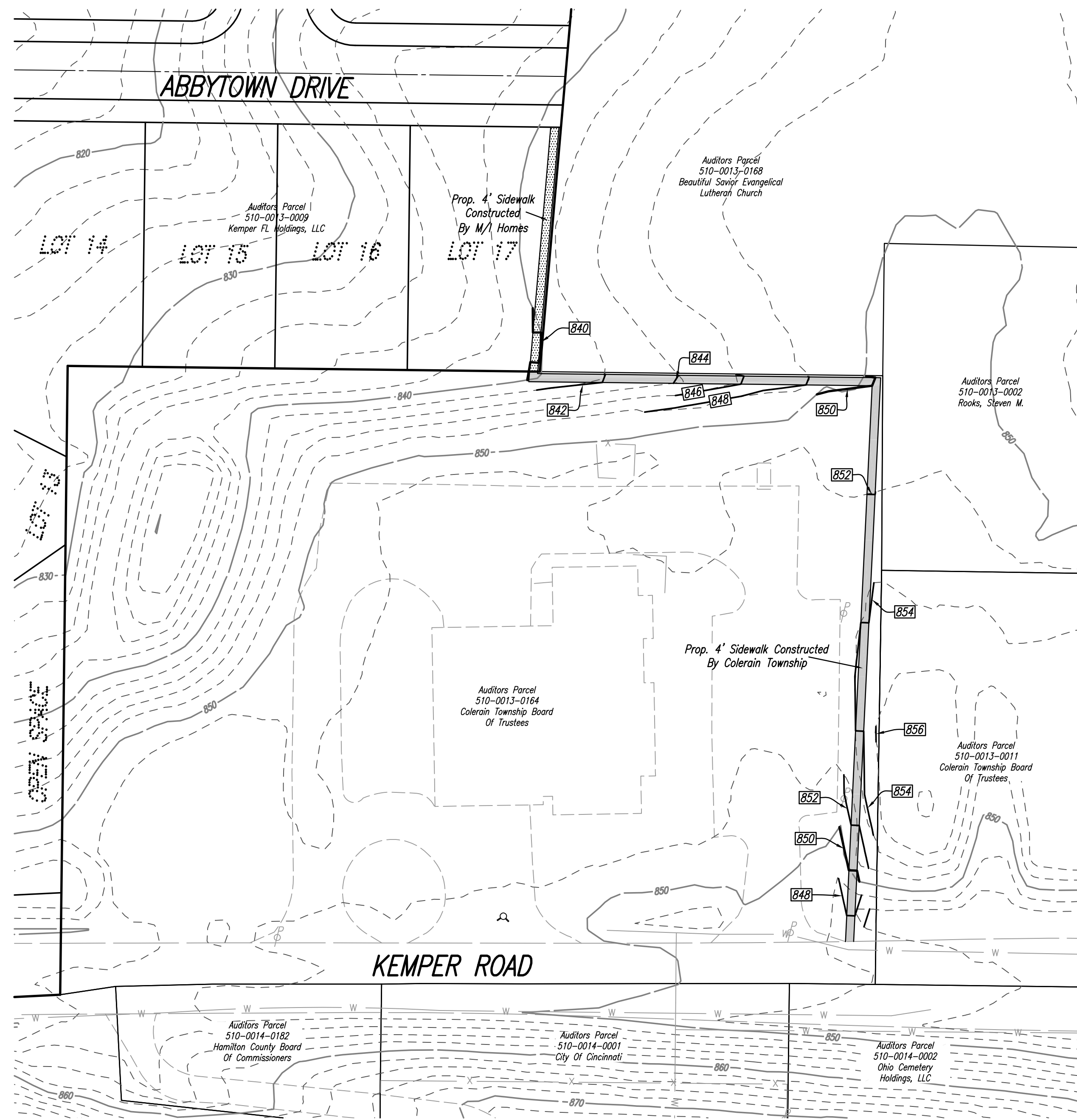
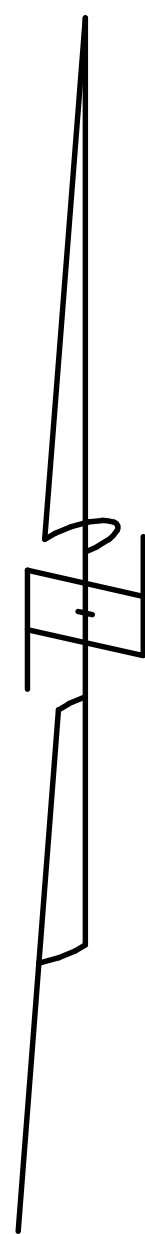
Brad Austing-M/I Homes of Cincinnati, LLC
Print Your Name & Company name

Signature

1/12/2021
Date



WEST SIDEWALK EXHIBIT

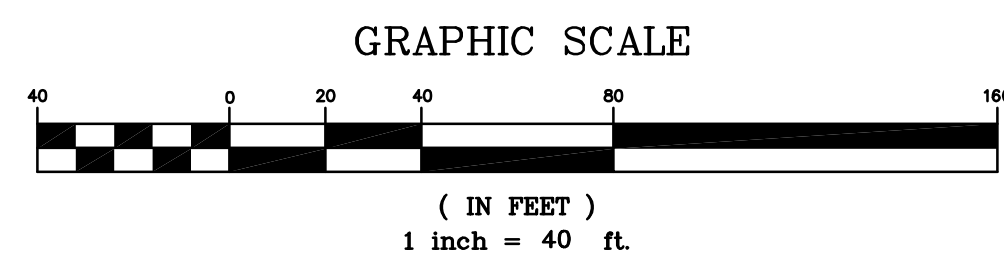


EAST SIDEWALK EXHIBIT

GENERAL NOTES:

ALL CONTOUR LINES, PROPERTY LINES AND OTHER EXISTING CONDITIONS ARE FROM CAGIS AND NOT THE RESULT OF A FIELD SURVEY.

NEW STORM SEWER WILL NEED TO BE DESIGNED ONCE EXISTING STORM SEWER SYSTEM IS MAPPED.



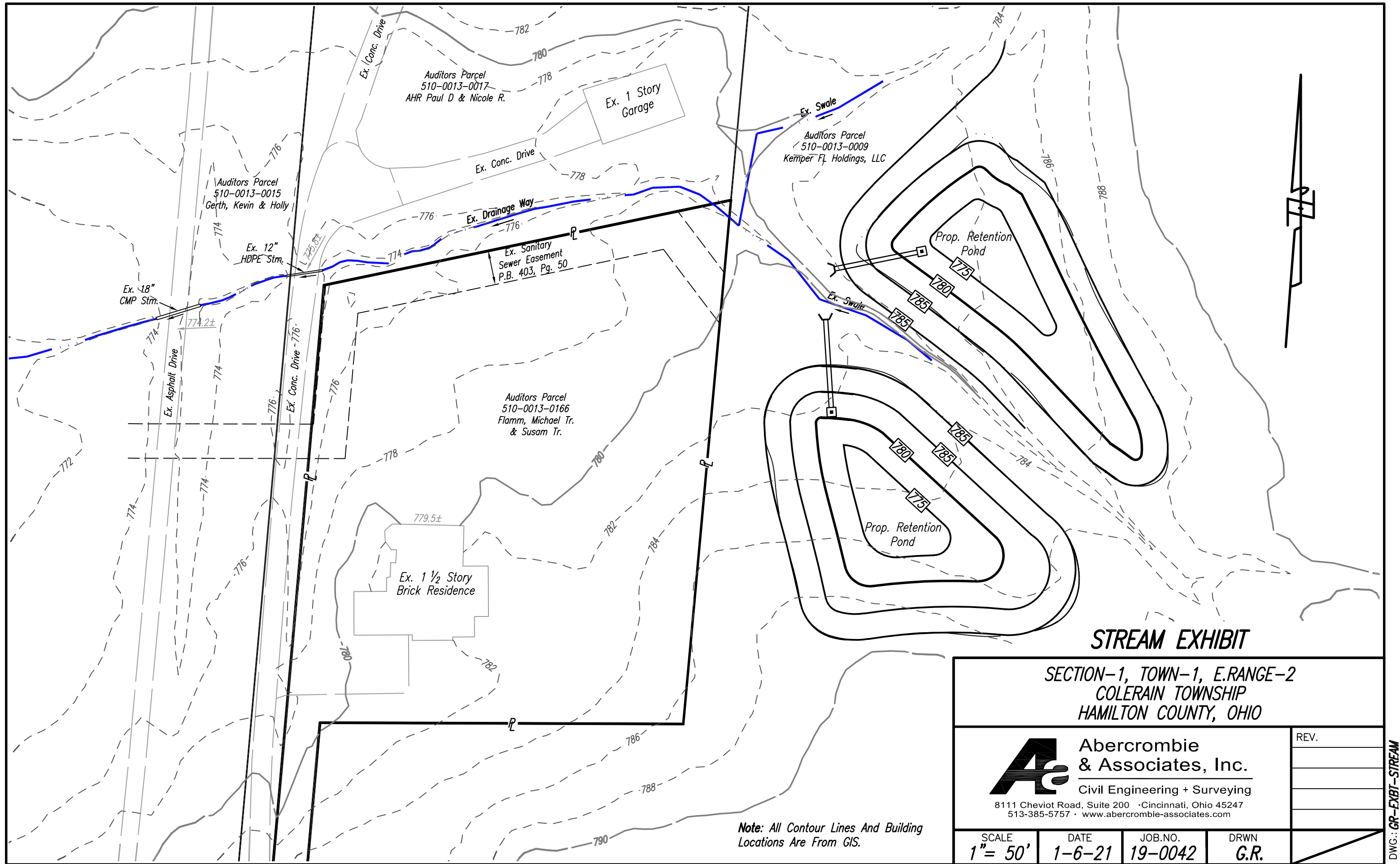
1-800-362-2764

Date	1-6-21
Drawn By	C.R.
Checked By	SPH
Scale	1" = 40'
REVISIONS	
DATE	SYPT OR EXBT-WALK

Sheet Title	SIDEWALK EXHIBIT
Project Title	SECTION-1, TOWN-1, E.RANGE-2 COLERAIN TOWNSHIP HAMILTON COUNTY, OHIO

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

Job No.
19-0042



From: [Newby, Jeff](#)
To: ["Jadhami@shaengg.com"](mailto:Jadhami@shaengg.com)
Cc: [Scott Huber](#)
Subject: RE: TAS - Residential Development on Kemper Road
Date: Tuesday, December 1, 2020 9:40:13 AM
Attachments: [Appendices-01-12-20.pdf](#)
[TIS_20052-rev-01-12-2020.pdf](#)

Jamal,

This office has completed the review of the Traffic Impact Study dated Revised December 1, 2020 REVISED submitted by your office for the above referenced project. The following comments are submitted as a result of our review:

1. The findings and recommendations of the report appear valid.
2. No landscaping, screening or obstructions shall be permitted in the public right-of-way.
3. Grading within the right-of-way must conform to the most appropriate Hamilton county typical section. Any grading plan having an effect of the public right-of-way must be reviewed and approved by the Hamilton county Engineer's Office.
4. All roadway improvements in the public right of way to be performed by the developer need to be reviewed and approved by this office. A right of way use permit must be obtained prior to the commencement of any work.

This office reserves the right to revise or make additional comments as necessary. Any questions regarding this matter may be addressed to the undersigned at 946-8421.

Thank you,

Jeff Newby, PE
Traffic Engineer

From: Jadhami@shaengg.com <Jadhami@shaengg.com>
Sent: Tuesday, December 1, 2020 8:23 AM
To: Newby, Jeff <Jeff.Newby@hamilton-co.org>
Cc: 'Scott Huber' <sphuber@abercrombie-associates.com>
Subject: RE: TAS - Residential Development on Kemper Road

Good Morning Jeff,

Attached is the revised report for your review and approval.

Contact me if you have any questions.

Best Regards

Jamal A. Adhami, PE, PTOE
SHA Engineering LLC
6221 Thornberry Court
Mason, OH 45040

Phone : (513)236-7909
Fax : (800)948-9025

From: Newby, Jeff <Jeff.Newby@hamilton-co.org>
Sent: Monday, November 30, 2020 3:26 PM
To: 'Jadhami@shaengg.com' <Jadhami@shaengg.com>
Subject: RE: TAS - Residential Development on Kemper Road

Jamal,

Attached are some minor comments.

Please revise and resubmit.

Thank you,

Jeff Newby, PE
Traffic Engineer

From: Jadhami@shaengg.com <Jadhami@shaengg.com>
Sent: Thursday, November 19, 2020 2:59 PM
To: Newby, Jeff <Jeff.Newby@hamilton-co.org>
Cc: 'Scott Huber' <sphuber@abercrombie-associates.com>
Subject: TAS - Residential Development on Kemper Road

Good Afternoon Jeff,

Attached is the Traffic Analysis report and appendices in connection with the proposed residential development on Kemper Road.

The information is submitted for your review and approval.

Contact me if you have any questions.

Best Regards

Jamal A. Adhami, PE, PTOE
SHA Engineering LLC
6221 Thornberry Court
Mason, OH 45040

Phone : (513)236-7909
Fax : (800)948-9025

TRAFFIC IMPACT STUDY

FOR

RESIDENTIAL DEVELOPMENT

ON KEMPER ROAD

HAMILTON COUNTY, OHIO

Prepared For:
Abercrombie & Associates, Inc.
8111 Cheviot Road
Cincinnati, Ohio 45247

Prepared By:
Jamal Adhami, PE, PTOE
SHA Engineering, LLC
November 19, 2020
Revised December 1, 2020

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List of Appendices

Appendix A	-	Site Plan
Appendix B	-	Traffic Data
Appendix C	-	Turn Lane Warrants
Appendix D	-	Capacity Analysis
Appendix E	-	Trip Generation Summary
Appendix F	-	Intersection Sight Distance Exhibits

1. Introduction

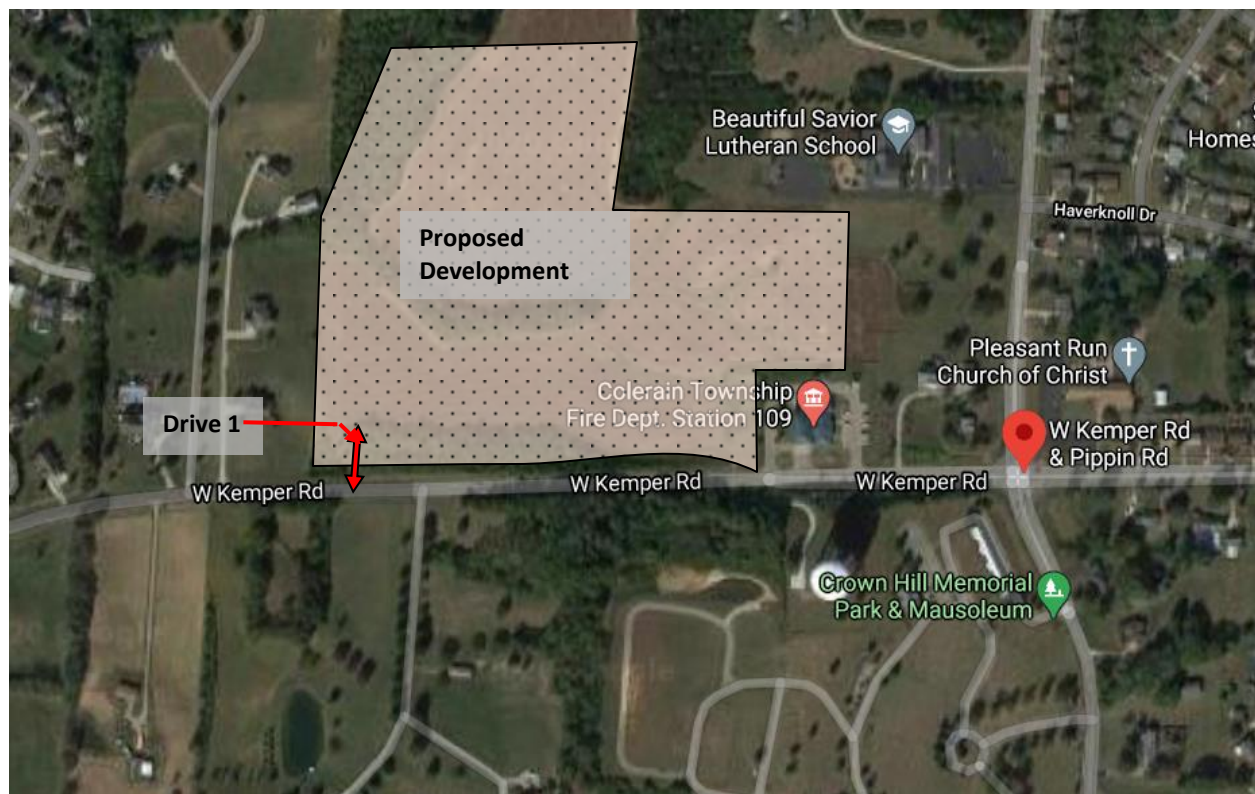
The purpose of this Traffic Impact Study (TIS) is to:

- Describe and measure the impact of traffic generated by the proposed residential development on adjacent existing public street system; and
- Provide a list of conclusions and recommendations related to traffic operations and analysis at the analysis included in the study area including access locations for the new development.

The proposed development includes 68 Single Family dwelling units. The development is proposed on Kemper Road west of the intersection of Kemper Road and Pippin Road. The development is located in Hamilton County, Ohio. The access to the new development is proposed through Access Drive on Kemper Road.

The location of the site is shown in Figure 1 and site plan is included in Appendix A.

Figure 1 – Location Map



2. Scope of Services

The scope of work included in this document is for evaluating the impact the proposed residential development in Hamilton County, Ohio. The proposed development will include 68 Single Family dwelling units. The scope included is based on the information provided by Abercrombie & Associates, Inc.

The following are the anticipated tasks that will be completed for the completion of Traffic Impact Study.

a. Traffic Counts

SHA Engineering completed peak hour counts on Kemper Road in the vicinity of the Proposed Access Drive for the development. The counts were recorded during AM (6:00 AM to 9:00 AM) and PM (3:00 PM to 6:00 PM) Peak Hour on an average weekday.

The traffic counts were adjusted using regional traffic analysis adjustment factors developed by ODOT. (Copy enclosed with traffic data). Based on the information the traffic counts were adjusted using 13% factor or 1.15.

b. Trip Generation and Distribution

The new trips generated by the proposed development will be estimated using the 10th edition of ITE Trip Generation Manual. The trips will be estimated for the AM and PM peak hours on the adjacent roadway.

The new trips were distributed using existing traffic pattern on Kemper Road in the vicinity of the proposed Access Drive.

c. Analysis

The following analysis will be completed for the scenarios listed below. The analysis was completed using the standards included in volume 1 of ODOT Location and Design Manual.

The following analyses are included in the report. The analysis is completed for the 2020 Build traffic volumes.

- I. Capacity Analysis** – The capacity analysis will be completed at the intersection of Proposed Access Drive at Kemper Road.
- II. Turn Lane Warrants** – The exclusive turn lane warrants will be completed for the turn lanes at the intersection of Kemper Road and Proposed Access Drive.
- III. Storage Lengths** – The storage length for the turn lanes warranted will be estimated.

d. Traffic Analysis Report

SHA Engineering LLC completed a report summarizing the analysis and findings completed as per the scope of work included in this proposal. The report will include recommendations for the proposed improvements, if any, required on existing roadways within the study area. The report will also include justification for two access locations proposed for the new development.

3. Existing Conditions

Kemper Road is a two-lane roadway with a lane each for the westbound and eastbound traffic. To the east it serves communities in City of Fairfield and Springdale in Butler and Hamilton County. It also provides connections with US 127 and Interstate 275. To the west it provides connection to US 27. In the vicinity of the proposed site the posted speed limit is 50 mph (transitioning from 40 mph).

The existing turning movement counts were completed on November 10, 2020. The counts were completed for the AM and PM Peak hours. Based on the recorded counts the AM peak hour was established from 7:15 to 8:15 AM and PM peak hour was established from 5:00 – 6:00 PM. The counts were adjusted using regional factors developed by ODOT.

The observed 2020 AM and PM Peak Hour traffic counts are shown in Figure 2 and Figure 3 shows adjusted 2020 AM and PM peak hours adjusted traffic volumes (Adjustment factor of 1.15 is used as per the information provided on ODOT website for regional growth factor adjustment due to COVID-19 pandemic). The traffic data is included in Appendix B.

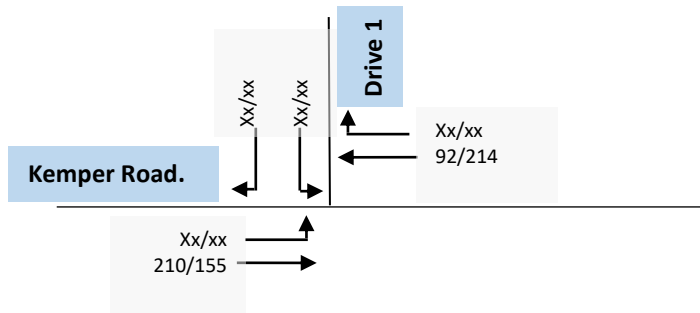


Figure 3 – 2020 Recorded Traffic Counts

AM/PM xxx/xxx

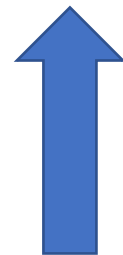
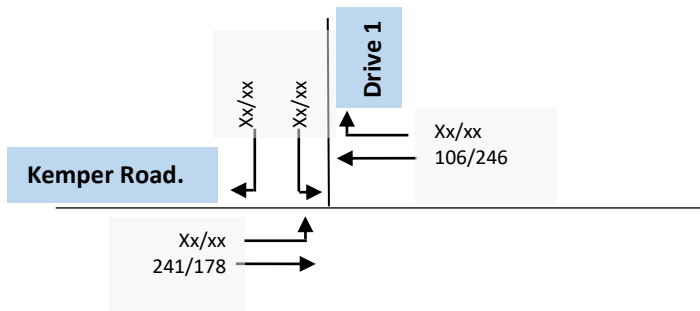


Figure 2 – 2020 Adjusted Traffic Counts

AM/PM xxx/xxx

4. Proposed Development and Growth Factor

The proposed development is located in Hamilton County Ohio on Kemper Road west of Pippin Road. The development is proposed along north side of Kemper Road. The proposed development will include 68 Single Family dwelling units. The access to the development is proposed on Kemper Road approximately 1,750 feet west of Pippin Road.

The site plan for the proposed development is included in Appendix B.

Trip Generation and Distribution

The Trip generation estimates are based on the ITE Trip Generation Manual, Tenth Edition. The summary of estimated trips is provided in Table 1 below.

Table 1 – Estimated New Trips

Land Use	Units	AM Peak			PM Peak		
		Enter	Exit	Total	Enter	Exit	Total
210 – Single Family Detached	68 DW	13	37	50	42	25	67

Please note that the Pass-by/Diverted trips are not used to adjust the estimated new trips.

The existing traffic counts were used for estimating the trip distribution of the new trips. The trip distribution for the new development is based on the following assumptions.

Residential

To/from the east on Kemper Road = 60%

To/from the west on Kemper Road = 40%

Figures 4 shows the new trip distribution percent, and the estimated new trips are shown in Figures 5. Year 2020 Build traffic volumes are shown in Figures 6.

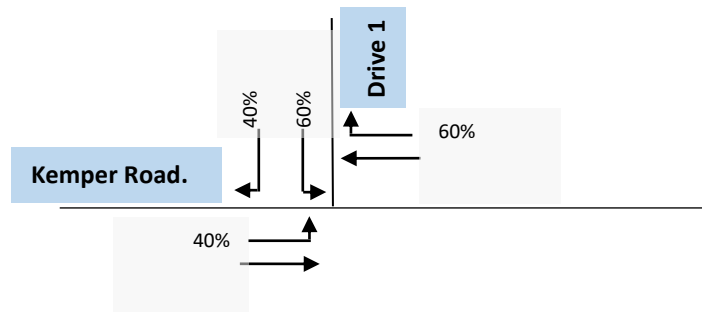
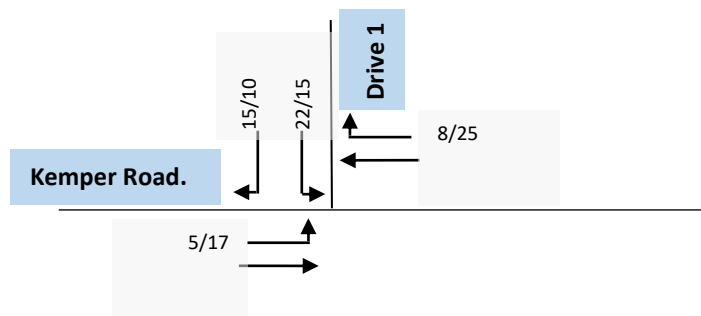


Figure 4 – Trip Distribution (Percent)
AM/PM xxx/xxx



Estimated New Trips -			
	Enter	Exit	Total
AM Peak	13	37	50
PM Peak	42	25	67

Figure 5 – New Trips –
AM/PM xxx/xxx

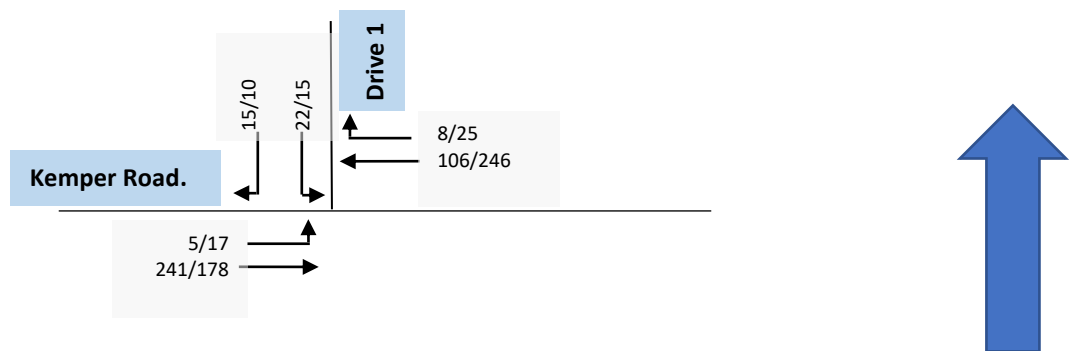


Figure 6 – 2020 Build Traffic

AM/PM xxx/xxx

5. Analysis

Turn Lane Warrants

The turn lane warrants were completed using the procedure identified in ODOT Location and Design Manual, Volume 1. The turn lane warrants were analyzed for the intersection of Kemper Road and Proposed Access Drive. The results of the turn lane warrants are summarized below, and detailed warrants are included in Appendix C.

Kemper Road and Access Drive

- The eastbound left turn lane from Kemper Road to northbound on Access Drive **is not warranted**.
- The westbound right turn lane from Kemper Road to northbound on Access Drive **is not warranted**.

Capacity Analysis

Capacity analyses were performed for the intersection of Kemper Road and Proposed Access Drive. All the analyses were completed for Build traffic using Highway Capacity Software (HCS). Capacity of an intersection is quantified by the Level of Service (LOS) which is based upon the amount of delay a vehicle experiences while at an intersection. The criterion for both signalized and unsignalized intersections are listed below as defined in Chapter 18 and 19 of the Highway Capacity Manual (HCM 2010), Volume 3.

Table 2 – Signalized/Unsignalized Intersection LOS Criteria (Exhibit 18-4 HCM)		
Level of Service	Control Delay - Signalized Intersections (seconds/vehicle)	Control Delay – Unsignalized Intersections (seconds/vehicles)
A	0-10	< 10
B	>10 – 20	>10 – 15
C	>20 – 35	>15 – 25
D	>35 – 55	>25 – 35
E	>55 – 80	>35 – 50
F	>80	>50

The following is a list of code definitions that are used in the capacity analysis results:

EB/WB/NB/SB – Eastbound/Westbound/Northbound/Southbound

L – Left Turn Movement (exclusive left-turn lane or lanes)

T – Through Movement (exclusive through lane or lanes)

R – Right Turn Movement (exclusive right turn lane or lanes)

LT– Shared left turn and through movement lane

LTR – This provides movements in all directions

TR – Shared through and right turn movement lane

The analysis is completed for the intersection of Kemper Road and Access Drive is included below.

Kemper Road at Access Drive

The analysis for the intersection Kemper Road and Proposed Access Drive is summarized in Tables 3 and 4. The results of the analysis are included in Appendix D.

The analysis completed for all AM Peak Hour Build scenario show LOS B on the southbound approach on Proposed Access Drive. The eastbound left turns show LOS A.

Table 3 – Kemper Road at Access Drive - Level of Service/Delay (Seconds/Vehicle) - AM Peak Hour – Un-Signalized Conditions																	
Ex. Lane Use	EB (Kemper Road)				WB (Kemper Road)				NB (N/A)				SB (Access Drive)				Intersection
	L													LR		App.	
2020-Build	A													B		B	
	7.5													10.4		10.4	

The analysis completed using PM Peak Build scenario show LOS B on the southbound approach on Proposed Access Drive. The eastbound left turns show LOS A.

Table 4 – Kemper Road at Access Drive - Level of Service/Delay (Seconds/Vehicle) – PM Peak Hour – Un-Signalized Conditions																
Ex. Lane Use	EB (Kemper Road)				WB (Kemper Road)				NB (N/A)				SB (Access Drive)			Intersection
	L												LR		App.	
2020-Build	A												B		B	
	7.9												11.4		11.4	

Intersection Sight Distance

The intersection sight distance at the intersection of Kemper Road and Proposed Access Drive was investigated in field by others. As per the information provided by others adequate intersection sight distance is available for the vehicles making left and right turns from the Proposed Access Drive (The posted speed limit is 50 mph). The additional information is included in Appendix F.

6. Findings

The preceding analysis and recommendations listed below are based on the typical procedure used for evaluating the impact of the proposed development on the adjacent roadway infrastructure and usual customary traffic engineering standards.

The results of the analysis completed at each intersection in the study area is summarized below.

Kemper Road and Access Drive

The analysis completed for the intersection show LOS B on the southbound approach on Access Drive B. The eastbound left turn shows LOS A.

The turn lane warrants completed with Build conditions show that the exclusive eastbound left turn and westbound right turn lanes are not warranted.

As per the information obtained from others, intersection sight distance at the intersection of Proposed Access Drive and Kemper Road meets the minimum required for 50 mph speed limit.

Recommendations

All improvements to be made as per the recommendations in this study shall be completed following Standards published by Ohio Department of Transportation and supplements to these standards followed by Hamilton County Engineer's Office.

Kemper Road at Proposed Access Drive

- The southbound approach on Proposed Access shall be built with a single inbound and a single outbound lane
- The southbound approach shall be built with stop control.

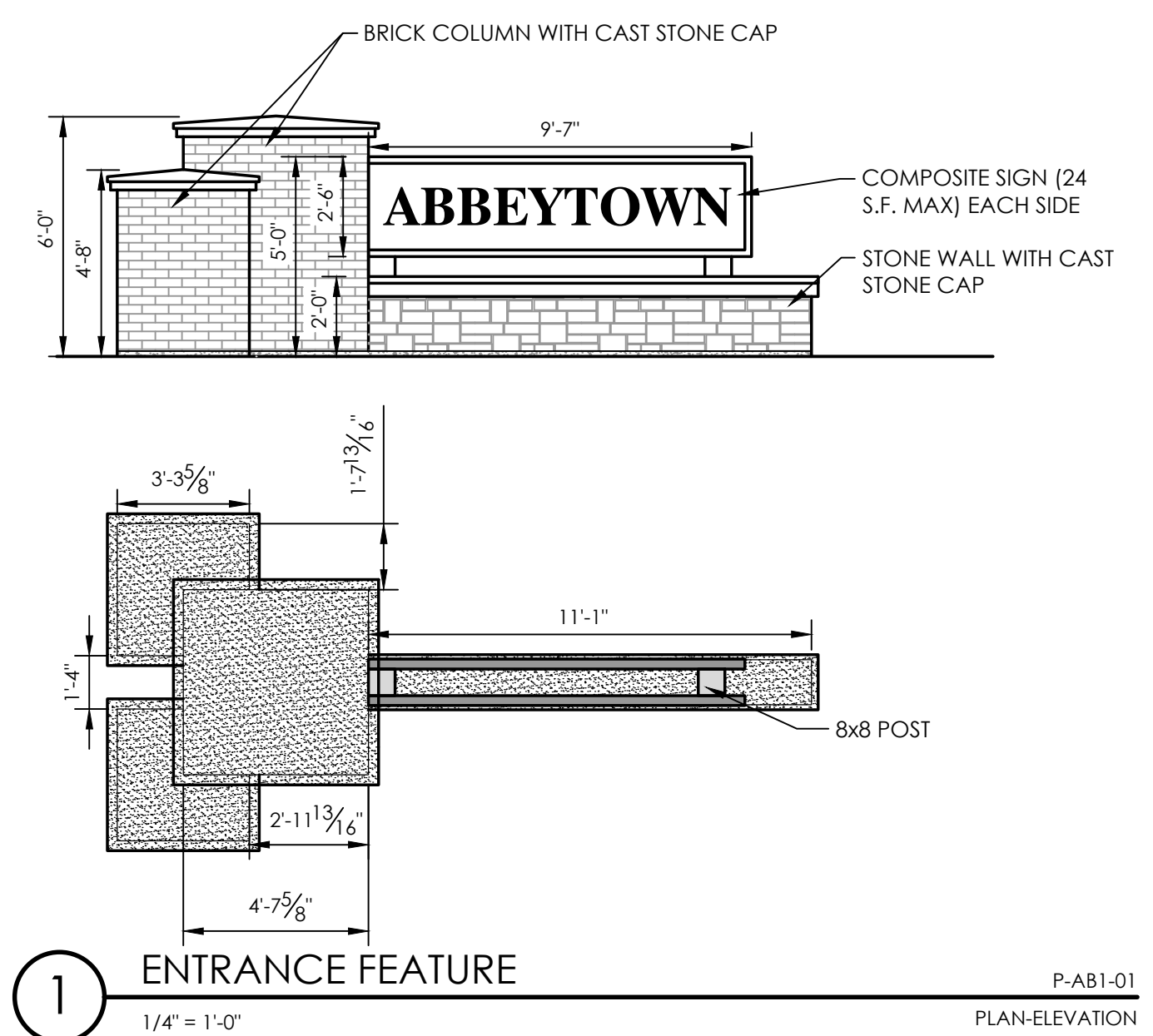
ORNAMENTAL TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
ISL	14	Syringa reticulata 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	2" - 2 1/2" CAL. B&B
SHADE TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
RSM	14	Acer rubrum 'Franksted' TM	Red Sunset Maple	2 1/2" - 3" CAL. B&B
FFS	17	Acer saccharum 'Flash Fire'	Flash Fire Sugar Maple	2 1/2" - 3" CAL. B&B
ELP	13	Platanus x acerifolia 'Exclamation' TM	Exclamation London Plane Tree	2 1/2" - 3" CAL. B&B
PAE	19	Ulmus x 'Patriot'	Patriot Elm	2 1/2" - 3" CAL. B&B

EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
NS	10	Picea abies	Norway Spruce	6'-7" B&B
PIN	8	Pinus nigra	Austrian Black Pine	6'-7" B&B
GGA	6	Thuja x 'Green Giant'	Green Giant Arborvitae	8' HI.

SHADE TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
GVZ	3	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2 1/2' - 3" CAL. B&B

<u>EVERGREEN TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>
NS	8	Picea abies	Norway Spruce	6'-7' B&B
PIN	5	Pinus nigra	Austrian Black Pine	6'-7' B&B

<u>SHADE TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>
GWZ	4	Zelkova serrata 'Green Vase'	Green Vase Zelkova	2 1/2" - 3" CAL. B&B



Project Manager DJF
 Drawn By BMG
 DWG 19575006-PLA-00
 X-Ref(s) GR-PRDV-EMAIL

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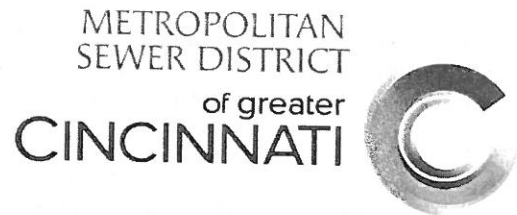
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**ABBETOWN
COLERAIN TOWNSHIP
HAMILTON COUNTY, OH**

Project Number	19575.00
Drawing Scale	1" = 60'
Sheet Number	L101
File Number	19574

August 17, 2019

Robert Rothert
Abercrombie & Associates
3377 Compton Road
Cincinnati, OH 45251



Subject: Conditional Availability of Sewers
Subdivision – 69 Houses
Auditor's Parcel Number 0510-0013-0009
Kemper Road
Colerain Township
APD Number HMD1900199

RECEIVED

JAN 13 2020

COLERAIN ZONING

Dear Mr. Rothert,

Your sewer availability request for the property referenced above has been processed and approved. Sanitary sewer service is available via connection to the existing public sewer via a mainline extension of the public sewers in W Kemper Road, subject to the following requirements and conditions:

1. All plans and construction shall comply with the latest edition of the MSD Rules and Regulations which governs the design, construction, maintenance, operation, and use of sanitary and combined sewers. This document can be downloaded from the MSD website at http://www.msdbg.org/about/msd/legal_and_organizational_documents/msd-rules-regulations/.
2. In instances where the overflow rim of the lowest plumbing fixture in any proposed structure is below the elevation of the rim of the next upstream manhole in the sewer system to which the proposed structure is connected, a backwater valve shall be installed in accordance with Section 614 of the MSD Rules and Regulations.
3. Private sanitary sewer easements with the right of entry for maintenance may be required for all portions of the proposed building sewer that will traverse existing or subdivided parcels other than the one to be serviced. Recorded copies of the executed easement(s), and of the revised deed(s) for the lands of the grantors referencing the private sewer easement, must be submitted to MSD prior to building permit sign-off and tap permit issuance.
4. A mainline sewer extension is required for the proposed development. Concept and detail plans must be submitted for MSD review and approval in accordance with Articles VI and VII of the latest revision of the MSD Rules and Regulations.

A Permit to Install is required from the Ohio EPA before MSD will grant final approval of Detail Plans for sanitary sewer construction. The permit application shall be prepared by a Registered Ohio Professional Engineer for submittal by MSD to the Ohio EPA. No construction of a mainline extension can begin prior to obtaining a PTI from the Ohio EPA.

A public sanitary sewer easement shall be dedicated for all portions of the proposed mainline extension which will be located outside of a dedicated public right of way. This easement shall be dedicated by plat, prepared in accordance with MSD, Hamilton County, and State of Ohio standards, and shall be submitted to MSD for review prior to execution by the grantors. All public sewer easements shall be a minimum of 20-feet in width, and MSD reserves the right to require a wider easement if site conditions warrant.

5. A tap permit must be obtained in accordance with Section 1201 of the MSD Rules and Regulations. The sewer contractor must contact the MSD Field Office at 513.244.1369 for sewer inspection after tap permit is issued.
6. All sewer tappers making building sewer connections to the MSD sewer system shall be licensed and bonded by MSD in accordance with Section 1212 of the MSD Rules and Regulations.

(Continued on Reverse Side of Page)

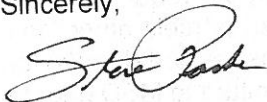
7. The person to whom a tap permit or special permit is issued shall be responsible for obtaining any additional permits required to open cut any public street, road or highway from the appropriate public authority that has jurisdiction in accordance with Section 1210 of the MSD Rules and Regulations.
8. Each structure or each dwelling is to be provided with a separate water service and meter shall also be serviced by a separate and completely independent building sewer tapping into the sanitary or combined sewer system in accordance with Section 1202 of the MSD Rules and Regulations.
9. Roof drains, foundation drains, cooling water, swimming pool water, or other clean water connections to the sanitary sewer system are prohibited in accordance with Section 401 of the MSD Rules and Regulations. A notarized affidavit stating that the sanitary wastewaters are free of such clear waters must be submitted to MSD before a tap permit will be issued. Hamilton County Department of Public Works should be consulted regarding the requirements for the collection, detention, and conveyance of storm waters.

The conditional availability of sewer service as described in this letter is effective until August 17, 2020 and may be extended for one additional year in accordance with Article V, Section 510 of the MSD Rules and Regulations. Extension requests may be made within thirty (30) days of the expiration date of this application. Subsequent extension requests may or may not be granted depending on the availability of sewer credits, hydraulic capacity of the sewer system, and/or other factors that may affect MSD's ability to accept additional sanitary flows into our sewer system.

This determination of sewer availability is based on the best information available at this time to the Metropolitan Sewer District of Greater Cincinnati and is subject to modification or revocation resulting from regulatory action taken by the United States Environmental Protection Agency, the State of Ohio Environmental Protection Agency, from federal consent decrees, or other judicial action ordered by federal courts of the United States Government or the courts of the State of Ohio.

If you have any questions, please call Robert Franklin at 513.557.7188 or me at 513.244.1351.

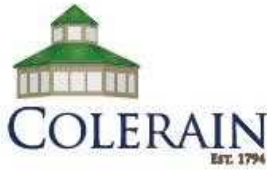
Sincerely,



Steven Parker, P.E.
Supervising Engineer
Development Services

SP:rjf

cc: Availability File, Colerain Township



MARCH 9, 2021

**STAFF REPORT
BOARD OF TRUSTEES**

APPLICATION TYPE: MAP AMENDMENT

Case No: ZA2021-01
Location: An approximate 29.8-acre area located on the north side of Kemper Road approximately 1300 feet from where it intersects with Pippin Road
Applicant: MI Homes of Cincinnati per Brad Austing on behalf of Kemper FL Holdings, LLC
Reviewer: Michael Ionna, AICP
Director of Planning & Zoning

SECTION A – OVERVIEW

The submitted request is to change the zoning on the site in question from R-4 (Suburban – Medium Residential District) and R-6 (Urban Residential District) to PD-R (Planned Development-Residential). If approved, the applicant proposes to construct 68 detached single-family homes in a planned community development on the site. The submitted application is an amended proposal from the previous submittal in fall 2019. The applicant has changed the layout of the sidewalk within the development, enhanced landscaping, and submitted additional information regarding access and traffic impacts associated with the development.

SECTION B – ZONING REVIEW PROCESS & BOARD ACTION

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.

The action of the Zoning Commission pertaining to this application comes in the form of a recommendation, favorable or unfavorable, to the Board of Trustees who take final action to approve or deny the submitted request.

SECTION C - SITE LOCATION & CONDITIONS

The site in question, containing an approximate area of 29.8 acres is located on the north side of Kemper Road approximately 1300 feet from where it intersects with Pippin Road. The site in question is currently occupied by vacant land and used for agricultural purposes.

FIGURE 1 – LOCATION MAP



SECTION D – HISTORY

In 2005, a Preliminary Subdivision Plan was approved by the Hamilton County Regional Planning Commission for the site as well as a 4.5-acre property located to the east. The proposed subdivision was called Sloneker Reserve and contained 72 single family lots. Sloneker Reserve contained a one-acre detention pond, no dedicated open space or preservation of natural areas, as well as no screening or buffering from adjacent areas. Since the proposed subdivision met current zoning requirements a zone change process was not required and the subdivision process for Sloneker Reserve, and any other development that meets the current zoning area and height requirements, could occur by-right, meaning that no special approvals would be required for the development and all standard subdivision and development requirements would be reviewed through an administrative process.

In Fall 2019, an application was submitted changing the zoning on the site to PD-R to allow for the construction of 68 single-family dwelling units. The Zoning Commission provided an

unfavorable recommendation of the proposal which was denied by the Board of Trustees.

SECTION E - ZONING & EXISTING LAND USE

TABLE 1 – ZONING AND LAND USE ANALYSIS

	ZONING	MINIMUM LOT SIZE	MAXIMUM DENSITY	LAND USE
SUBJECT PROPERTY	Current R-4 Area (29.2 ACRES)	14,000 sq ft / unit	3.1 unit / acre	Vacant Land
SUBJECT PROPERTY	Current R-6 Area (0.6 ACRES)	7,500 sq ft / unit	5.8 unit / acre	Vacant Land
SUBJECT PROPERTY	Proposed PD-R	As approved	N/A	Proposed 68 single-family dwelling units
NORTH	R-4	14,000 sq ft / unit	3.1 unit / acre	Single-Family
SOUTH	R-4	14,000 sq ft / unit	3.1 unit / acre	Single-Family
EAST	R-6	7,500 sq ft / unit	5.8 unit / acre	Church and Fire Station
WEST	R-4	14,000 sq ft / unit	3.1 unit / acre	Single-Family

The site in question is currently zoned R-4 (Suburban – Medium Residential) District and R-6 (Urban Residential) District. The R-4 District occupies approximately 29.2 acres of the site. The R-6 District occupies 0.6 acres of the site.

The R-4 District is intended to provide for the protection of older, existing neighborhoods in Colerain Township where development is more compact. The primary use in the R-4 District is single-family detached homes at moderate densities on lots served by water and sewer services.

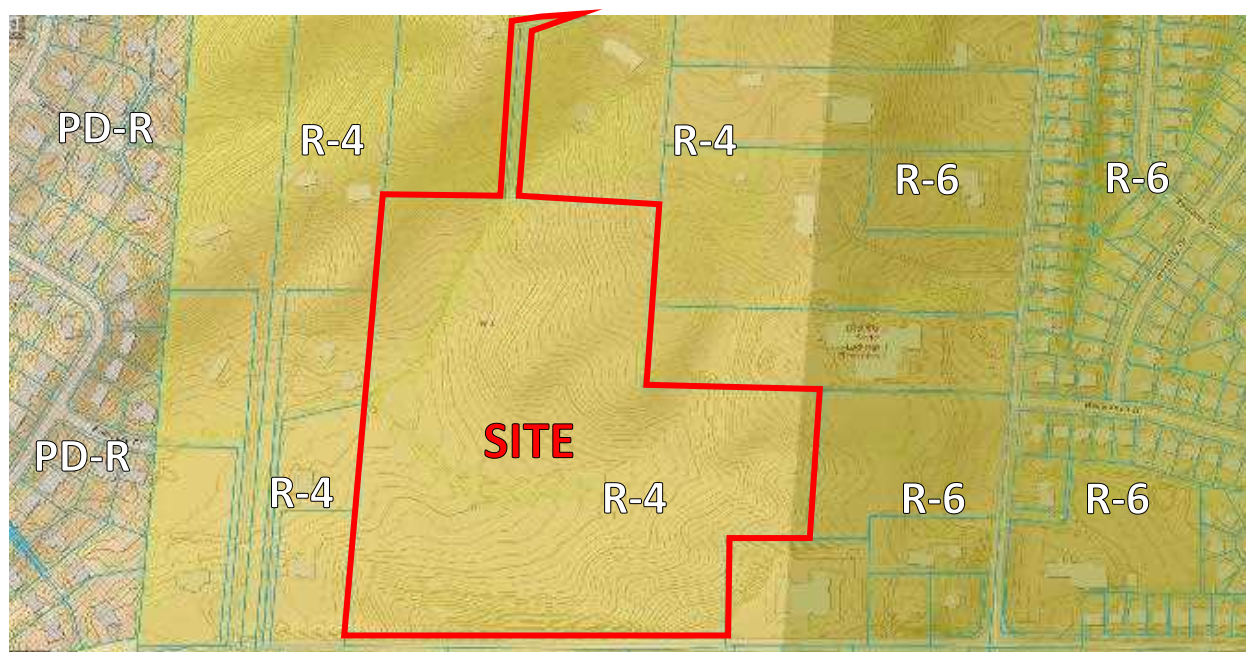
The intent of the R-6 District is intended to provide for a mixture of residential housing types at a moderate density. Housing units in this district may include detached housing or housing where units are attached through common walls, but not floors, and are served by water and sewer services.

The submitted request is to change the zoning on the site to PD-R (Planned Development – Residential). The intent and purpose of Planned Development Districts 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.

FIGURE 2 – CURRENT ZONING MAP



SECTION F – COMPREHENSIVE PLAN

The site in question is located in between the Bevis/Pleasant Run Character Area of the current Comprehensive Plan. The plan provides the following policies and information relevant to the application:

1. Single-Family Residential are appropriate land uses within this area.
2. The plan provides the following relevant information in the vision for the Bevis / Pleasant Run Character Area:

“Residential uses may also expand within this area, but this expansion will involve the infill of several large lots that still exist in this character area. New homes will be single-family detached housing in subdivisions that fit in with surrounding developments.

3. Relevant Development Policies within the plan states the following:
 - a. Encourage additional connections to the sewer system when they are requested by a majority of property owners or are mandated by the Hamilton County General Health District.
 - b. Develop a property maintenance program either at the Township level or through cooperation with a countywide enforcement program.
 - c. In new developments, include roadway connections to the maximum extent possible (no cul-de-sacs) and elements of pedestrian connectivity including sidewalks and trails.
 - d. Create methods of dealing with stormwater management through use of greenspaces, minimal lot coverage and landscaping to absorb the runoff.
4. Relevant Land use Guidelines in the Plan include the following:
 - a. The density of any new residential use should reflect development of similar uses within the character area.
 - b. Restrict attached housing to existing developments with no expansion of such uses within this area.

SECTION G - DEVELOPMENT PLAN REVIEW

The submitted development plan and application materials indicate the following:

1. Development of a planned community containing 68 detached single-family dwelling units.
 - a. The overall density of the development is 2.35 units per acre
2. Provision of 8.47 acres of open space.
 - a. The plan indicates that natural areas throughout the development will be preserved.
3. Proposed development setbacks for the single-family homes would be as follows:
 - a. Front yard: 25 feet (lots 1-13) and 30 feet (lots 14-68)
 - b. Side yard: 5 feet / 10 feet
 - c. Rear yard: 35 feet
4. Establishment of a minimum lot size is 7,800 square feet.
5. Vehicular access to the development is provided from Kemper Road.
6. Provision of two (2) detention retention ponds located adjacent to the west property line.
7. Provision of landscaping and screening along the west property line and along a portion of the east and north property lines.
8. Provision of street trees internal to the development.

9. Provision of entrance signage along with corresponding landscaping at the entrance gateway to the site from Kemper Road.
10. An access stub is shown providing for future vehicular access to the property located to the east.
11. Sidewalk is shown throughout the development and along the perimeter of the Fire Station property. There is no sidewalk shown along Kemper Road. The applicant has currently applied for a waiver from the sidewalk requirement along Kemper Road.
12. A traffic impact analysis was submitted by the applicant and approved by the Hamilton County Engineers (see attached).
13. A letter was submitted from MSD showing that sewer is present and accessible to the site (see attached).
14. Attached within this report are comments provided by specific agencies in charge of review. No comments were found to impact the ability of the project to occur.

Development Comparison Charts

The following charts provide a comparison of the proposed development to the underlying R-4 District as well as previous development proposals.

Zoning Comparison

	<u>Current Zoning Standard</u>	<u>Proposed Standard</u>
Minimum lot size	14,000 sf	7,800 sf - 18,392 sf – avg. 10,318 sf.*
Overall Density	3.11 units / acre	2.38 units / acre
Minimum lot width	80 ft.	65 ft.
Minimum front setback	35 ft.	30 ft. & 25 ft. for lots 1 to 13
Minimum side yard	10 ft.	5 ft. / 10 ft.
Minimum rear yard	35	35 ft.

* Taking the additional of the significant amount of open space within the proposed development and the average density of lots and open space equals 15,743 square feet per single-family house.

Prior Development Comparison

	<u>Sloneker Reserve</u>	<u>Abbeytown</u>
Minimum lot size	14,000 sf	7,800 sf - average 10,318 sf.
Minimum lot width	80 ft.	65 ft.
Minimum front setback	40 ft.	30 ft. & 25 ft. for lots 1 to 13
Open Space Dedicated	0.98 acre	8.75 acres
Perimeter buffering	none	some provided
Lots within 29.8 acres	57	68

SECTION H – REQUESTS

1. Zone Change from R-4 and R-6 to PD-R and Preliminary Development Plan Approval to allow for development of 68 single-family dwelling units as proposed.
2. Variances to allow for a reduction in the area and height requirements to allow for a minimum lot size of 7,800 square feet (14,000 square feet in underlying district), a minimum lot width of 65 feet (80 feet in underlying district), a front yard setback of 25 feet (35 feet in underlying district), and a side yard setback of five (5) feet (10 feet in underlying district).

SECTION I - 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 quasi-public 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 9.3.6 of the Zoning Resolution provides the following information related to Design Standards:

- (A) Design standards for area, lot coverage, density, yard requirements, parking, landscaping, and screening for a proposed PD District shall be established in the PD Preliminary development plan by the Zoning Commission and Board of Township Trustees.

- (B) Exceptions and variations from the design standards provided by the base zoning districts of this Resolution (e.g., R-1, R-2, B-1, etc.) may, and should be granted by the Zoning Commission and Board of Township Trustees when it is determined that due to certain design elements, natural features, and public amenities, the exceptions are warranted.
- (C) Standards for public infrastructure improvements shall be governed by the applicable regulations of the agency with jurisdiction that is charged with the responsibility for review and approval.

SECTION J - RECOMMENDATION

Staff provides the following recommendation:

1. **APPROVAL** of the Zone Change and Preliminary Development Plan to allow for the construction of the 68 single-family dwelling units, subject to the following conditions:
 - a. That the front façade of all dwellings contains an element of stone, brick, or other masonry unit.
 - b. The minimum housing size shall be 1,400 square feet for one-story residential dwellings and 1,600 square feet for two-story residential dwellings.
 - c. All homes shall feature a basement. Said basement shall not be considered part of the floor area established within Condition 2.
 - d. That a plan for the intent and treatment of the open space areas be included within the Final Development Plan. Said plan shall address the manner in which the common open space will be developed or treated which includes one or more of the following options: keeping it natural and maintained, provision of a playground, provision of paved walking trails, provision of planting and landscaping.
 - e. That a Homeowners Association (HOA) be formed to manage and care for the common open space, retention ponds, fencing, and vegetative buffers.
 - f. The maintenance of the vegetative buffers, fencing, and open space areas shown on the approved preliminary plan and final development plan shall be included and outlined within the HOA documents of Abbeytown Subdivision. Maintenance shall be conducted in a manner that promotes and fosters the intent of the buffer to screen the new development from existing adjacent development.
 - g. That a street lighting district be set up for this development in accordance with the standards of Colerain Township.
 - h. That a waiver be granted for the sidewalk connection along Kemper Road
 - i. That future sale of the “panhandle” portion of the tract to adjacent property owners and only adjacent property owners to the east or west be permitted to occur as an Administrative Modification to the approved Development Plan.

- j. That the proposed development meets applicable standards and regulations for other development review agencies.
2. **APPROVAL** of the variances from the underlying area and height standards of the Zoning Districts.

SECTION K – STAFF COMMENTS / BASIS FOR RECOMMENDATIONS

1. The plan is consistent with the comprehensive plan as it pertains to permitted types of land use, the vision for the Bevis / Pleasant Run Character Area and the corresponding guidelines and policies. The proposed density, character and form of the proposal, as conditioned, is also generally consistent with the land located within the immediate and peripheral areas of the site which consist of churches, a school, a Fire Station, suburban residential development and single-family larger lot development.
2. The proposed zone change will benefit the community through the provision of new homes for new residents within a development design that preserves and protect natural open space rather than clear cutting land for development.
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. The plan shows access from Kemper Road and provides a stub to the property located immediately east of the site. The proposed stub is the most logical area of the site to provide future access to.
4. The proposed development is accessible from Kemper Road. A Traffic Impact study was submitted, found to be valid, and approved by the Hamilton County Engineer regarding the proposed access.
5. The proposal is consistent with the intent and purpose of the Zoning Resolution for Planned Development.
6. Staff finds the variance from the underlying area and height requirements to be appropriate. The intent of the Zoning Resolution for Planned Developments is to allow for creative designs that protect and preserve open space. The submitted development plan effectively clusters development in certain areas of the site using smaller lots and larger preserved open spaces, thus necessitating the proposed variances. The result is a development is not only impactful in the preservation of open space and natural land but it is also less dense at 2.38 units per acre than the 3.11 units per acre that is permitted by-right in the R-4 District. Furthermore, the clustering of development is also consistent with best practices for fiscal policies of the Township regarding maintenance. Shorter lot widths require less road maintenance over the long run, a considerable cost in the upkeep of all new residential development.

SECTION L – 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 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.

SECTION L – ATTACHMENTS

Attachment A – Hamilton County Stormwater
Attachment B – Hamilton County Soil and Water Comments
Attachment C – Hamilton County Engineers Comments
Attachment D – Colerain Fire Comments

SECTION M – ZONING COMMISSION RECOMMENDATION

The Zoning Commission met on March 2, 2021 and following a public hearing voted 4-1 to provide a favorable recommendation of the submitted requests and corresponding zoning variations, subject to the following conditions:

- a. That the front façade of all dwellings contains an element of stone, brick, or other masonry unit.
- b. The minimum housing size shall be 1,400 square feet for one-story residential dwellings and 1,600 square feet for two-story residential dwellings.
- c. All homes shall feature a basement. Said basement shall not be considered part of the floor area established within Condition 2.
- d. That a plan for the intent and treatment of the open space areas be included within the Final Development Plan. Said plan shall address the manner in which the common open space will be developed or treated.
- e. That a community amenity be provided within the development. Such amenities may include, but are not limited to, a playground, provision of paved walking trails, or bike trails.
- f. That a Homeowners Association (HOA) be formed to manage and care for the common open space, retention ponds, fencing, and vegetative buffers.
- g. The maintenance of the vegetative buffers, fencing, and open space areas shown on the approved preliminary plan and final development plan shall be included and outlined within the HOA documents of Abbeytown Subdivision. Maintenance shall be conducted in a manner that promotes and fosters the intent of the buffer to screen the new development from existing adjacent development.
- h. That a street lighting district be set up for this development in accordance with the standards of Colerain Township.
- i. That a waiver be granted for the sidewalk connection along Kemper Road

- j. That future sale of the “panhandle” portion of the tract to adjacent property owners and only adjacent property owners to the east or west be permitted to occur as an Administrative Modification to the approved Development Plan.
- k. That the proposed development meets applicable standards and regulations for other development review agencies

The findings for approval were based on the staff recommendation and findings.

PUBLIC HEARINGS

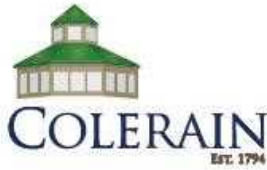
Department: Planning & Zoning

Department
Director: Michael Ionna, Director - Planning and Zoning

Motion to Hold A Public Hearing On Zoning Map Amendment (ZA2021-02) - Commercial Map Amendment
Recommend ADOPTION of the Motion to hold the public hearing.

Rationale:

A Public Hearing is required per ORC Statutes.



MARCH 9, 2021

**STAFF REPORT
BOARD OF TRUSTEES**

APPLICATION TYPE: MAP AMENDMENT

Case No: ZA2021-02
Location: An approximate 0.14 acre area located approximately 235 feet north of the terminus of Clara Drive
Applicant: Colerain Township Trustees
Reviewer: Michael Ionna, AICP
Director of Planning & Zoning

SECTION A – OVERVIEW

The submitted request is to change the zoning on the site in question from R-7 (Multi-Family) to PD-B (Planned Development-Business). The rezoning is part of a 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. If approved, the intent is to sell the site to the owner of Colerain Crossings who will use the land to construct much needed parking for a proposed auto repair tenant that would occupy a tenant space that has been vacant for an extended period of time.

SECTION B – ZONING REVIEW PROCESS & BOARD ACTION

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.

The action of the Zoning Commission pertaining to this application comes in the form of a recommendation, favorable or unfavorable, to the Board of Trustees who take final action to approve or deny the submitted request.

SECTION C - SITE LOCATION & CONDITIONS

The site in question, containing an approximate area of 0.14 acres is located 235 feet north of the terminus of Clara Drive. The site in question is currently owner by Colerain Township and occupies a very small part of Groesbeck Park. The site is occupied by vacant land and currently contains overgrowth of honeysuckle.

FIGURE 1 - LOCATION MAP



SECTION D – HISTORY

There is no history related to the site in question. As it pertains to the adjacent shopping center the following is relevant:

- The development was originally constructed in 1998
- New life was breathed into the development in 2016-2017
- Recent construction includes a new commercial strip center located along Colerain Avenue.
- Planned but unbuilt development includes a larger office building in the northwest corner of the development fronting along Ronald Reagan Highway.

SECTION E - ZONING & EXISTING LAND USE

TABLE 1 – ZONING AND LAND USE ANALYSIS

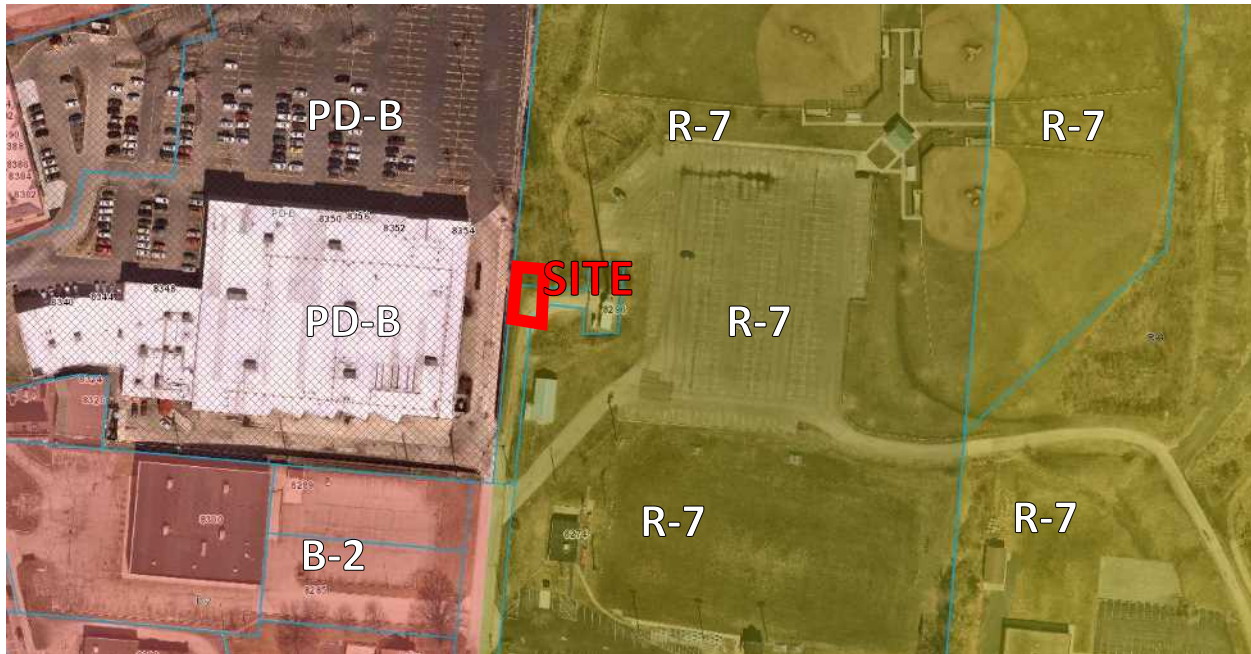
	ZONING	MINIMUM LOT SIZE	MAXIMUM DENSITY	LAND USE
Subject Property	Current R-7	6,000 sq ft / unit	7.3 unit / acre	Groesbeck Park
Subject Property	Proposed PD-B	As approved	N/A	Proposed Parking Lot
NORTH	R-7	6,000 sq ft / unit	7.3 unit / acre	Groesbeck Park
SOUTH	R-7	6,000 sq ft / unit	7.3 unit / acre	Access road to cell tower
EAST	R-7	6,000 sq ft / unit	7.3 unit / acre	Groesbeck Park
WEST	PD-B	As approved	N/A	Commercial Center

The site in question is currently zoned R-7. The R-7 (Multi-Family) District is intended to provide for multi-family dwelling residential housing types at a moderate density. Housing units in this district may include all types of attached housing including apartment buildings or complexes.

The submitted request is to change the zoning on the site to PD-B (Planned Development – Business). The intent and purpose of Planned Development Districts 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.

FIGURE 2 – CURRENT ZONING MAP



SECTION F – COMPREHENSIVE PLAN

The site in question is located in between the Colerain Character Area of the current Comprehensive Plan. The plan provides the following policies and information relevant to the application:

1. Commercial development and parks / green space are appropriate land uses.
2. Create methods of dealing with stormwater management through use of greenspaces, minimal lot coverage and landscaping to absorb the runoff.
3. Enhancement of the Colerain Corridor through Property Maintenance.

SECTION G - DEVELOPMENT PLAN REVIEW

The submitted development plan and application materials indicate the following:

1. A survey showing the site in question.
2. A site plan showing the location of a proposed off-street parking area constructed on the site in question.
 - a. The off-street parking area would be used for a tenant specializing in auto repair.
 - b. The off-street parking area would be used to hold vehicles awaiting repair
3. Provision of screening for the off-street parking.

- a. Insufficient information has been provided to determine the type of fencing and screening being provided.

SECTION H – REQUESTS

1. Zone Change from R-7 to PD-B and Preliminary Development Plan Approval to allow for the construction of proposed off-street parking area.
2. Variance to allow fencing around the off-street parking area up to a height of eight (8) feet where four (4) feet is the maximum allowable height.
3. Variance to allow for a zero (0) feet landscape buffer where 40 feet is required.

SECTION I - 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 J - 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 sufficient fencing be provided to completely screen all vehicles located in the side and rear yard areas of the Colerain Crossings Shopping Center. Said fencing should be of high-quality materials and shall not consist of chain link, barbed wire or razor wire designs.
 - b. That sufficient screening and landscaping be provided to completely screen all vehicles located in the side and rear yard areas of the Colerain Crossings. Said landscaping should be in excess of what is required within the Zoning Resolution.
 - c. That the applicant properly care for the planted landscaping until it fully matures
 - d. That the growth located from the surplus lot on the site until the terminus of the property line be cleared out.
 - e. That additional landscape be provided throughout the park as necessary to mitigate any issues associated with the proposed construction of the off-street parking area.
2. **APPROVAL** of the variance from the maximum fence height
 3. **APPROVAL** of the variance from the minimum landscape buffer yard

SECTION K – STAFF COMMENTS / BASIS FOR RECOMMENDATIONS

1. The plan is consistent with the comprehensive plan which states that commercial development is appropriate for the site. The proposed density, character and form of the proposal, as conditioned, is also generally consistent with the land used located within the immediate and peripheral areas of the site which consist of higher density commercial uses and a park.
2. The proposed zone change will allow for the construction of much needed parking
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 Clara Drive which is a Township Road of sufficient capacity to serve the development.
5. The proposal is consistent with the intent and purpose of the Zoning Resolution for Planned Development.
6. Staff finds the variance for fence height to be appropriate as it will allow the applicant to sufficiently screen the proposed parking area.
7. Staff finds the variance from the landscape buffer area to be appropriate as it will allow Colerain Township to retain ownership of park land. The conditions of approval ensure that that fencing and screening will be provided to effectively screen the proposed off-street parking.

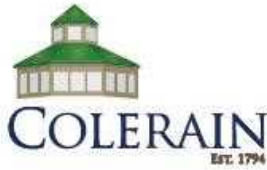
SECTION L – ADDITIONAL COMMENTS

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.

SECTION M – ZONING COMMISSION RECOMMENDATION

The Zoning Commission met on March 2, 2021 and following a public hearing voted 5-0 to provide a favorable recommendation of the submitted requests and corresponding zoning variations, subject to the following conditions recommended by staff.

The findings for approval were based on the staff recommendation and findings.



FEBRUARY 16, 2021

**STAFF REPORT
ZONING COMMISSION**

APPLICATION TYPE: MAP AMENDMENT

Case No: ZA2021-02
Location: An approximate 0.14 acre area located approximately 235 feet north of the terminus of Clara Drive
Applicant: Colerain Township Trustees
Reviewer: Michael Ionna, AICP
Director of Planning & Zoning

SECTION A – OVERVIEW

The submitted request is to change the zoning on the site in question from R-7 (Multi-Family) to PD-B (Planned Development-Business). The rezoning is part of a 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. If approved, the intent is to sell the site to the owner of Colerain Crossings who will use the land to construct much needed parking for a proposed auto repair tenant that would occupy a tenant space that has been vacant for an extended period of time.

SECTION B – ZONING REVIEW PROCESS & BOARD ACTION

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.

The action of the Zoning Commission pertaining to this application comes in the form of a recommendation, favorable or unfavorable, to the Board of Trustees who take final action to approve or deny the submitted request.

SECTION C - SITE LOCATION & CONDITIONS

The site in question, containing an approximate area of 0.14 acres is located 235 feet north of the terminus of Clara Drive. The site in question is currently owner by Colerain Township and occupies a very small part of Groesbeck Park. The site is occupied by vacant land and currently contains overgrowth of honeysuckle.

FIGURE 1 - LOCATION MAP



SECTION D – HISTORY

There is no history related to the site in question. As it pertains to the adjacent shopping center the following is relevant:

- The development was originally constructed in 1998
- New life was breathed into the development in 2016-2017
- Recent construction includes a new commercial strip center located along Colerain Avenue.
- Planned but unbuilt development includes a larger office building in the northwest corner of the development fronting along Ronald Reagan Highway.

SECTION E - ZONING & EXISTING LAND USE

TABLE 1 – ZONING AND LAND USE ANALYSIS

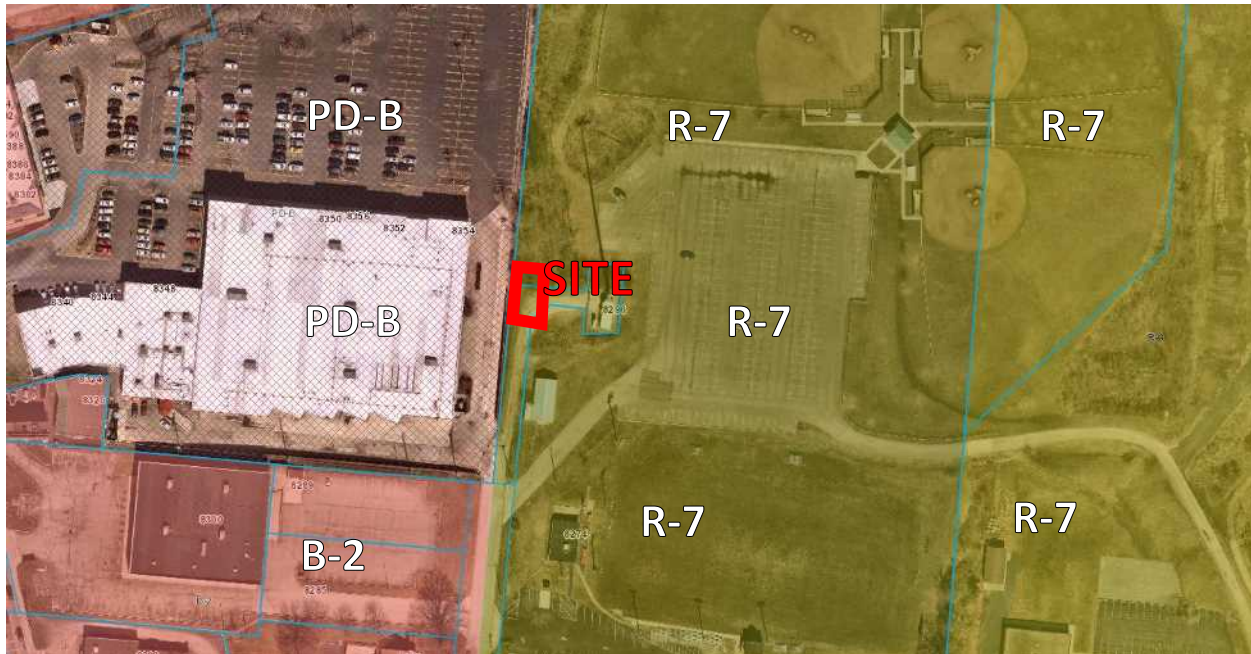
	ZONING	MINIMUM LOT SIZE	MAXIMUM DENSITY	LAND USE
Subject Property	Current R-7	6,000 sq ft / unit	7.3 unit / acre	Groesbeck Park
Subject Property	Proposed PD-B	As approved	N/A	Proposed Parking Lot
NORTH	R-7	6,000 sq ft / unit	7.3 unit / acre	Groesbeck Park
SOUTH	R-7	6,000 sq ft / unit	7.3 unit / acre	Access road to cell tower
EAST	R-7	6,000 sq ft / unit	7.3 unit / acre	Groesbeck Park
WEST	PD-B	As approved	N/A	Commercial Center

The site in question is currently zoned R-7. The R-7 (Multi-Family) District is intended to provide for multi-family dwelling residential housing types at a moderate density. Housing units in this district may include all types of attached housing including apartment buildings or complexes.

The submitted request is to change the zoning on the site to PD-B (Planned Development – Business). The intent and purpose of Planned Development Districts 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.

FIGURE 2 – CURRENT ZONING MAP



SECTION F – COMPREHENSIVE PLAN

The site in question is located in between the Colerain Character Area of the current Comprehensive Plan. The plan provides the following policies and information relevant to the application:

1. Commercial development and parks / green space are appropriate land uses.
2. Create methods of dealing with stormwater management through use of greenspaces, minimal lot coverage and landscaping to absorb the runoff.
3. Enhancement of the Colerain Corridor through Property Maintenance.

SECTION G - DEVELOPMENT PLAN REVIEW

The submitted development plan and application materials indicate the following:

1. A survey showing the site in question.
2. A site plan showing the location of a proposed off-street parking area constructed on the site in question.
 - a. The off-street parking area would be used for a tenant specializing in auto repair.
 - b. The off-street parking area would be used to hold vehicles awaiting repair
3. Provision of screening for the off-street parking.

- a. Insufficient information has been provided to determine the type of fencing and screening being provided.

SECTION H – REQUESTS

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SECTION J - RECOMMENDATION

Staff provides the following recommendation:

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 - c. That the applicant properly care for the planted landscaping until it fully matures
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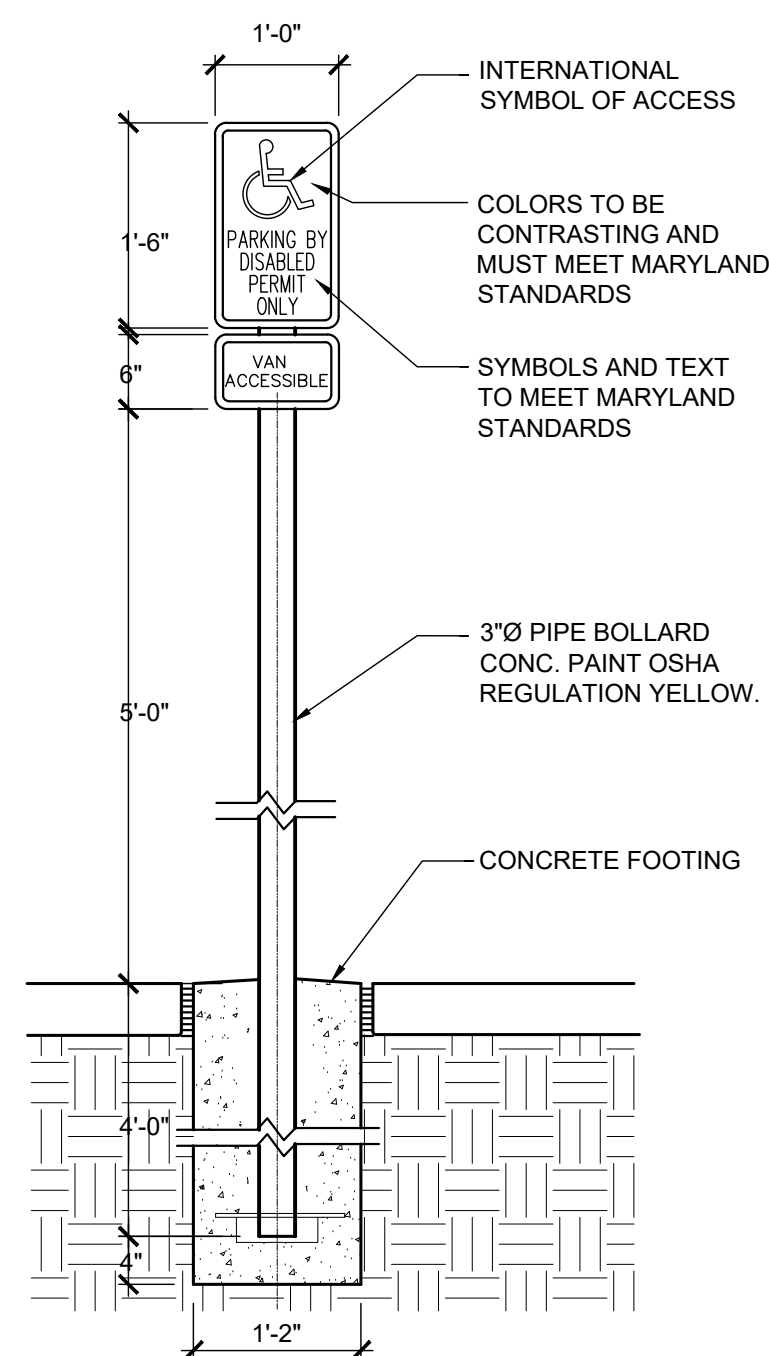
SECTION K – STAFF COMMENTS / BASIS FOR RECOMMENDATIONS

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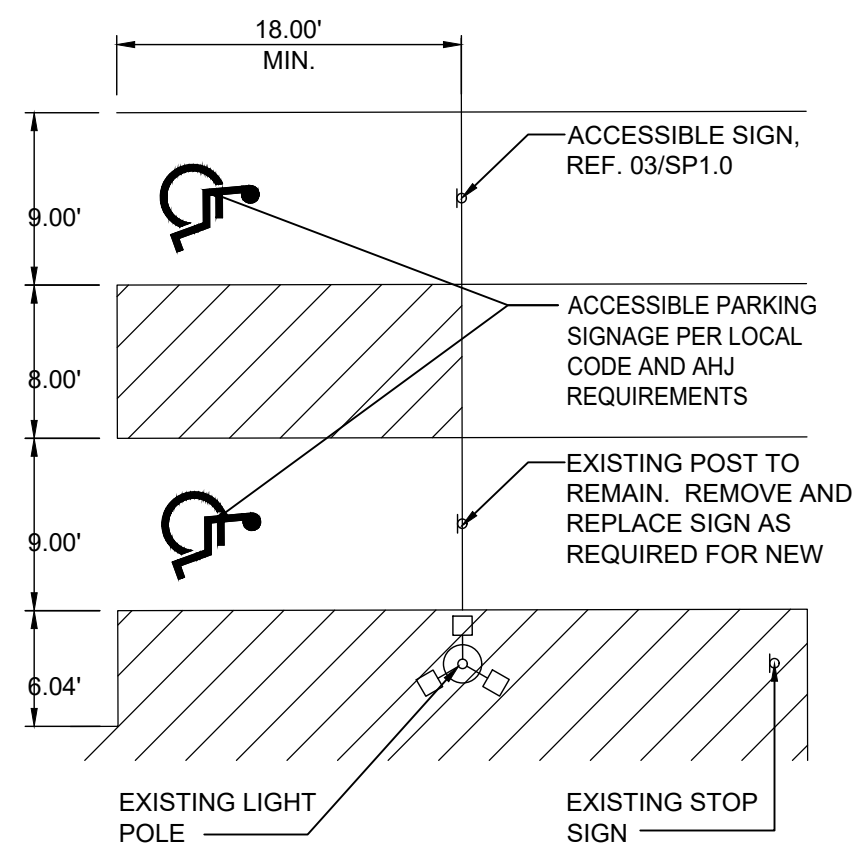


SECTION L – ADDITIONAL COMMENTS

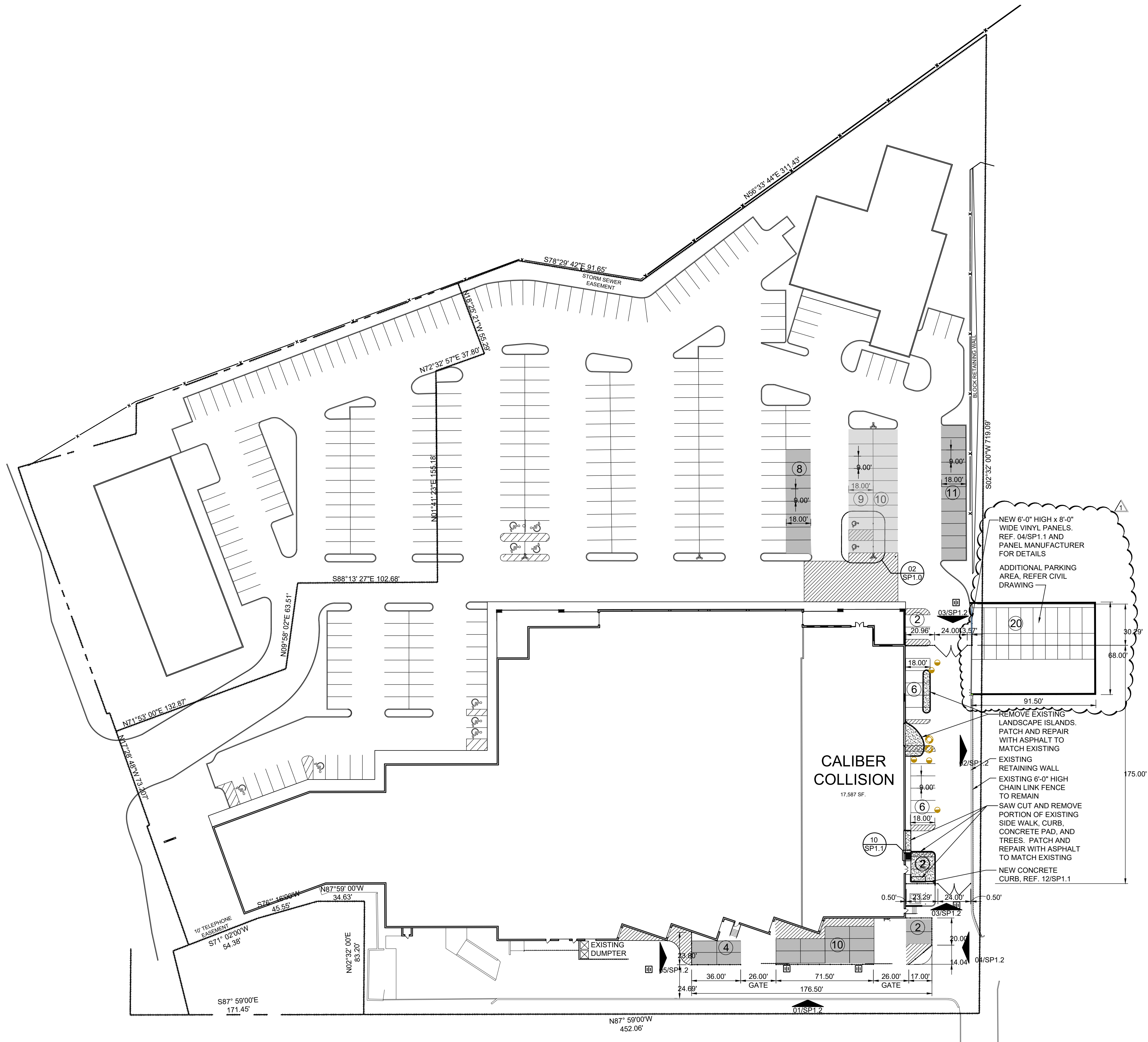
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03 ACCESSIBLE SIGN
SCALE: 3/4"=1'-0"



02 ENLARGED PLAN
SCALE: 1"=10'-0"



01 SITE PLAN
SCALE: 1"=40'-0"



SITE DATA

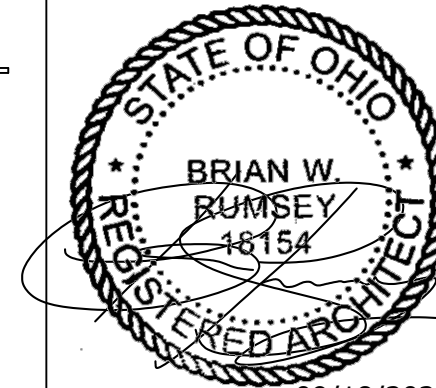
ACRES..... ±1.23 ACRES
BUILDING..... 17,587SQ. FT.
PARKING:
SHORT TERM VEHICLE STORAGE..... 50 SPACES
EMPLOYEE/ CUSTOMER SPACES..... 40 SPACES
TOTAL PARKING PROVIDED.....60 SPACES
(INCLUDING ACCESSIBLE SPACES)

SITE GENERAL NOTES:

1. ALL ACCESSIBLE SIGNS, SYMBOLS, AND RAMP SURFACES ARE TO MEET LOCAL CODE JURISDICTION REQUIREMENTS.
2. PROVIDE A BID ALTERNATE FOR INSTALLING SELF LOCKING VINYL PRIVACY SLATS BY MASTER HALCO FIN/SLAT 1000 SERIES, BEIGE COLOR, REF. SPECS (SEE SHEET CS.02).
3. STRIPE PARKING LOT AS SHOWN. SPACES ADJACENT TO BUILDINGS SHOULD MATCH EXISTING STRIPING SPACING AND LOCATIONS. PROVIDE 4" WIDE STRIPING, COLOR PER CITY STANDARDS.
6. PROVIDE A KNOX BOX 3500 SERIES AT THE MANUAL GATE LOCATIONS, MOUNT AT FIRE MARSHALS REQUIRED HEIGHT.
7. CONTRACTOR TO MAINTAIN EXISTING LANDSCAPING DURING CONSTRUCTION.

LEGEND

- NEW ASPHALT PAVING
- NEW CONCRETE PAVING
- EXISTING DRAINAGE GRATE



Brian
RUMSEY

ARCHITECT

CINCINNATI
CALIBER COLLISION
(BUILDING)

DATE:
09/18/2020

PROJECT NUMBER:
20018

REVISIONS

NO DATE
11/12/20 /REV.#1

DRAWINGS ISSUED FOR:
PERMIT
SHEET NUMBER

SP1.0

SITE PLAN

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**Abercrombie
& Associates, Inc.**

Civil Engineering + Surveying

JANUARY 19, 2021

LEGAL DESCRIPTION

PARCEL "A"

0.1448 ACRES

SITUATE IN SECTION 2, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING PART OF CERTIFICATE NUMBER 216191 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN OLD STONE AT THE NORTHEAST CORNER OF ORIGINAL CERTIFICATE NUMBER 10622 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS, SAID POINT BEING WITHIN THE LIMITED ACCESS RIGHT OF WAY OF RONALD REAGAN CROSS COUNTY HIGHWAY; THENCE ALONG THE EASTERLY LINE OF SAID ORIGINAL REGISTERED LAND CERTIFICATE NUMBER 10622, SOUTH 01°33'00" WEST, 46.26 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2000) IN THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF RONALD REGAN CROSS COUNTY HIGHWAY; THENCE ALONG THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF RONALD REGAN CROSS COUNTY HIGHWAY, THE FOLLOWING THREE COURSES AND DISTANCES, SOUTH 70°50'35" WEST, 158.50 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2000); THENCE SOUTH 79°36'33" WEST, 301.78 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2000) AND SOUTH 56°36'17" WEST, 98.03 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS CONVEYED TO CROSSING OF COLERAIN, LLC IN OFFICIAL RECORD 13401, PAGE 594 OF THE HAMILTON COUNTY, OHIO RECORDS, BEING WITNESSED BY AN EXISTING IRON PIN AND CAP WHICH IS 1.27 FEET NORTH AND 0.30 FEET WEST; THENCE LEAVING THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF RONALD REGAN CROSS COUNTY HIGHWAY, ALONG THE EASTERLY LINE OF SAID CROSSING OF COLERAIN TRACT, SOUTH 02°32'00" WEST, 414.06 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE LEAVING THE EASTERLY LINE OF SAID CROSSING OF COLERAIN TRACT, ALONG A NEW DIVISION LINE, SOUTH 87°28'00" EAST, 86.39 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862); THENCE CONTINUING ALONG A NEW DIVISION AND ALONG THE PROPERTY AS CONVEYED TO GROESBECK CIVIC ASSOCIATION INC IN CERTIFICATE NUMBER 187779 OF THE

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HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS, SOUTH 02°32'00" WEST, 73.00 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE ALONG THE NORTHERLY LINE OF SAID GROESBECK CIVIC ASSOCIATION TRACT, NORTH 87°28'00" WEST, 86.39 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7863) (2003) IN THE EASTERLY LINE OF THE AFOREMENTIONED CROSSING OF COLERAIN LLC TRACT; THENCE ALONG THE EASTERLY LINE OF SAID CROSSING OF COLERAIN LLC TRACT, NORTH 02°32'00" EAST, 73.00 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.1448 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE BASED ON A RANDOM BEARING SYSTEM RELATIVE TO EXISTING ORIGINAL REGISTERED LAND CERTIFICATE NUMBER 10622.

THE ABOVE DESCRIBED REAL ESTATE IS A PART OF THE SAME PREMISES DESCRIBED IN CERTIFICATE NUMBER 216191 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 01/07/21 MADE BY STEPHEN L. CAHILL, P.L.S., OF ABERCROMBIE & ASSOCIATES, INC. OHIO REGISTERED SURVEYOR NUMBER 7862.

THIS CONVEYANCE IS A TRANSFER BETWEEN ADJOINING LOT OWNERS MADE IN COMPLIANCE WITH SECTION 711.001, SUBSECTION (B)(1)(B) OHIO REVISED CODE, AND DOES NOT CREATE AN ADDITIONAL BUILDING SITE NOR VIOLATE ANY ZONING REGULATION OR OTHER PUBLIC REGULATION IN THE PARCEL HEREBY CONVEYED OR THE BALANCE OF THE PARCEL RETAINED BY THE GRANTOR HEREIN. THE PARCEL HEREBY CONVEYED MAY NOT HEREAFTER BE CONVEYED SEPARATELY FROM THE GRANTEE'S ADJOINING PARCEL NOR ANY STRUCTURE ERECTED THEREON WITHOUT THE PRIOR APPROVAL OF THE AUTHORITY HAVING APPROVING JURISDICTION OF PLATS.



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**Abercrombie
& Associates, Inc.**

Civil Engineering + Surveying

JANUARY 19, 2021

**LEGAL DESCRIPTION
PARCEL "B"
14.2372 ACRES**

SITUATE IN SECTION 2, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING PART OF CERTIFICATE NUMBER 216191 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN OLD STONE AT THE NORTHEAST CORNER OF ORIGINAL CERTIFICATE NUMBER 10622 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS, SAID POINT BEING WITHIN THE LIMITED ACCESS RIGHT OF WAY OF RONALD REAGAN CROSS COUNTY HIGHWAY; THENCE ALONG THE EASTERLY LINE OF SAID REGISTERED LAND CERTIFICATE NUMBER 10622, SOUTH 01°33'00" WEST, 46.26 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2000) IN THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF RONALD REGAN CROSS COUNTY HIGHWAY AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID ORIGINAL REGISTERED LAND CERTIFICATE NUMBER 10622, SOUTH 01°33'00" WEST, 1422.82 FEET TO THE SOUTHEAST CORNER OF CERTIFICATE NUMBER 216191 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS, BEING WITNESSED BY AN EXISTING CROSS NOTCH, WHICH IS 0.68' SOUTH; THENCE LEAVING THE EASTERLY LINE OF SAID ORIGINAL REGISTERED LAND CERTIFICATE NUMBER 10622, ALONG THE LINES OF SAID REGISTERED LAND CERTIFICATE 216191, THE FOLLOWING ELEVEN COURSES AND DISTANCES, NORTH 87°45'00" WEST, 268.98 FEET TO A POINT IN THE EASTERLY LINE OF EDWARD T. HONNERT'S SUBDIVISION OF GROESBECK AS RECORDED IN PLAT BOOK 28, PAGE 74 OF THE HAMILTON COUNTY, OHIO RECORDS, BEING WITNESSED BY AN EXISTING $\frac{1}{4}$ " IRON PIN, WHICH IS 0.47 FEET SOUTH AND 0.35 FEET EAST AND BY AN EXISTING $\frac{1}{2}$ " IRON PIN, WHICH IS 0.43 FEET SOUTH AND 0.26 FEET WEST; THENCE ALONG THE EASTERLY LINE OF SAID EDWARD T. HONNERT'S SUBDIVISION, NORTH 01°15'00" EAST, 262.96 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2000) AT THE NORTHEAST CORNER OF SAID EDWARD T. HONNERT'S SUBDIVISION; THENCE ALONG THE NORTHERLY LINE OF SAID EDWARD T. HONNERT'S SUBDIVISION, NORTH 87°45'00" WEST, 244.61 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY OF CLARA AVENUE,

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BEING WITNESSED BY AN EXISTING $\frac{5}{8}$ " IRON PIN WHICH IS 0.59 FEET SOUTH AND 1.18 FEET WEST; THENCE LEAVING THE NORTHERLY LINE OF SAID EDWARD T. HONNERT'S SUBDIVISION, ALONG THE EASTERLY RIGHT OF WAY OF CLARA AVENUE, NORTH $07^{\circ}28'05''$ WEST, 4.19 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862); THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF CLARA AVENUE AND ITS NORTHERLY EXTENSION, NORTH $02^{\circ}32'00''$ EAST, 447.47 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE NORTH $47^{\circ}32'00''$ EAST, 28.28 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE SOUTH $87^{\circ}28'00''$ EAST, 41.39 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE SOUTH $02^{\circ}32'00''$ WEST, 30.00 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE NORTH $84^{\circ}26'56''$ EAST, 40.00 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE NORTH $02^{\circ}32'00''$ EAST, 80.00 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE SOUTH $84^{\circ}26'56''$ WEST, 40.00 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE LEAVING SAID REGISTERED LAND CERTIFICATE NUMBER 216191, ALONG A NEW DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES, NORTH $02^{\circ}32'00''$ EAST, 43.00 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) AND NORTH $87^{\circ}28'00''$ WEST, 86.39 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) IN THE EASTERLY LINE OF THE PROPERTY AS CONVEYED TO CROSSING OF COLERAIN, LLC IN OFFICIAL RECORD 13401, PAGE 594 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID CROSSING OF COLERAIN TRACT, NORTH $02^{\circ}32'00''$ EAST, 414.06 FEET TO THE NORTHEAST CORNER OF SAID CROSSING OF COLERAIN TRACT IN THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF RONALD REGAN CROSS COUNTY HIGHWAY, BEING WITNESSED BY AN EXISTING IRON PIN AND CAP WHICH IS 1.27 FEET NORTH AND 0.30 FEET WEST; THENCE LEAVING THE EASTERLY LINE OF SAID CROSSING OF COLERAIN TRACT, ALONG THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF RONALD REGAN CROSS COUNTY HIGHWAY THE FOLLOWING THREE COURSES AND DISTANCES, NORTH $56^{\circ}36'17''$ EAST, 98.03 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2000); THENCE NORTH $79^{\circ}36'33''$ EAST, 301.78 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2000) AND NORTH $70^{\circ}50'35''$ EAST, 158.50 FEET TO THE PLACE OF BEGINNING.

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BEARINGS USED IN THIS LEGAL DESCRIPTION ARE BASED ON A RANDOM BEARING SYSTEM RELATIVE TO EXISTING ORIGINAL REGISTERED LAND CERTIFICATE NUMBER 10622.

THE ABOVE DESCRIBED REAL ESTATE IS A PART OF THE SAME PREMISES DESCRIBED IN CERTIFICATE NUMBER 216191 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 01/07/21 MADE BY STEPHEN L. CAHILL, P.L.S., OF ABERCROMBIE & ASSOCIATES, INC. OHIO REGISTERED SURVEYOR NUMBER 7862.

FILE:00-0172.LD7-14.2372AC



PUBLIC HEARINGS

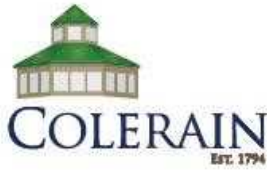
Department: Planning & Zoning

Department
Director: Michael Ionna, Director - Planning and Zoning

Motion to Open A Public Hearing For Zoning Text Amendment (ZA2020-05) - Massage Parlors
Recommend ADOPTION of the Motion to Open the Public Hearing.

Rationale:

A Public Hearing is required per ORC Statutes.



FEBRUARY 16, 2021

**STAFF REPORT
ZONING COMMISSION**

APPLICATION TYPE: MAP AMENDMENT

Case No: ZA2020-05
Request: Text Amendment adding regulations for Massage Parlors and Massage Therapy
Applicant: Colerain Township Board of Trustees

SECTION A: BACKGROUND INFORMATION

The proposed text amendment application has been authorized by the Colerain Township Board of Trustees. The Trustees, on behalf of concerned residents, voted to authorize the proposed amendment as a measure to provide regulatory language within the Zoning Resolution to ensure that business operations providing massage services in Colerain Township are operating in a manner that would not be consistent with a sexually-oriented business.

The draft language within the proposed text amendment was created using the following data and methodology:

- Careful consideration of the Colerain Township community
- Inventory of regulations and issues faced by other regional communities, particularly Townships
- Outreach and communication with Planning Departments
- Inventory of practices used in other areas and current Ohio Revised Codes
- Review and revision process conducted with Legal Counsel

For Text Amendment applications, the Zoning Commission action is in the form of a recommendation to the Board of Trustees who take final action to approve or deny the proposed text amendment.

SECTION B: PETITION REVIEW

The proposed text amendment regulates massage services by providing two definitions: Massage Parlors and Massage Therapy.

Massage Parlors are defined as those businesses where massage is performed in conjunction with sexual actions or activities. The proposed definition makes these types of massage operations illegal in Colerain Township.

The proposed text amendment defines Massage Therapy as massage services provided by licensed individuals with said services being performed in a manner that is not sexually

oriented. The text amendment permits “Massage Therapy” uses in the same Zoning Districts as other medical and dental services.

SECTION C: RECOMMENDATION

Staff recommends for **APPROVAL** of the proposed text amendment adding regulations for massage parlors and massage therapy.

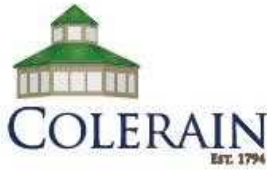
SECTION D: STAFF COMMENTS / BASIS

1. The proposed text amendment will provide regulations that ensure businesses providing massage services in Colerain Township are doing so in a manner that is legal and consistent with the intent and purpose of the Zoning Resolution.
2. The proposed text amendment will provide regulations that ensure businesses providing massage services in Colerain Township are doing so in a manner that protects and promotes the public health, safety and welfare.
3. The proposed text amendment safeguards against illegal activities associated with massage operators through licensure requirements of personnel providing massage therapy.
4. The proposed text amendment does not adversely impact Massage Therapy uses as they are permitted in the same Zoning Districts as other medical and dental uses are permitted.
5. The use of Ohio Revised Codes (ORC) references makes the definition of Massage Parlor legally defensible for administrative and enforcement purposes.

SECTION E – ZONING COMMISSION RECOMMENDATION

The Zoning Commission met on March 2, 2021 and following a public hearing voted 5-0 to provide a favorable recommendation of the submitted request.

The findings for approval were based on the staff recommendation and findings.



FEBRUARY 16, 2021

**STAFF REPORT
ZONING COMMISSION**

APPLICATION TYPE: MAP AMENDMENT

Case No: ZA2020-05
Request: Text Amendment adding regulations for Massage Parlors and Massage Therapy
Applicant: Colerain Township Board of Trustees

SECTION A: BACKGROUND INFORMATION

The proposed text amendment application has been authorized by the Colerain Township Board of Trustees. The Trustees, on behalf of concerned residents, voted to authorize the proposed amendment as a measure to provide regulatory language within the Zoning Resolution to ensure that business operations providing massage services in Colerain Township are operating in a manner that would not be consistent with a sexually-oriented business.

The draft language within the proposed text amendment was created using the following data and methodology:

- Careful consideration of the Colerain Township community
- Inventory of regulations and issues faced by other regional communities, particularly Townships
- Outreach and communication with Planning Departments
- Inventory of practices used in other areas and current Ohio Revised Codes
- Review and revision process conducted with Legal Counsel

For Text Amendment applications, the Zoning Commission action is in the form of a recommendation to the Board of Trustees who take final action to approve or deny the proposed text amendment.

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The proposed text amendment regulates massage services by providing two definitions: Massage Parlors and Massage Therapy.

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The proposed text amendment defines Massage Therapy as massage services provided by licensed individuals with said services being performed in a manner that is not sexually

oriented. The text amendment permits “Massage Therapy” uses in the same Zoning Districts as other medical and dental services.

SECTION C: RECOMMENDATION

Staff recommends for **APPROVAL** of the proposed text amendment adding regulations for massage parlors and massage therapy.

SECTION D: STAFF COMMENTS / BASIS

1. The proposed text amendment will provide regulations that ensure businesses providing massage services in Colerain Township are doing so in a manner that is legal and consistent with the intent and purpose of the Zoning Resolution.
2. The proposed text amendment will provide regulations that ensure businesses providing massage services in Colerain Township are doing so in a manner that protects and promotes the public health, safety and welfare.
3. The proposed text amendment safeguards against illegal activities associated with massage operators through licensure requirements of personnel providing massage therapy.
4. The proposed text amendment does not adversely impact Massage Therapy uses as they are permitted in the same Zoning Districts as other medical and dental uses are permitted.
5. The use of Ohio Revised Codes (ORC) references makes the definition of Massage Parlor legally defensible for administrative and enforcement purposes.

General Attachment Notice:

For ease of viewing, only those portions of the Zoning Ordinance pertaining to the requests within the submitted application have been included within these attachments. The complete Zoning Resolution can be viewed online at: www.colerain.org

ATTACHMENT A

Proposed Text Amendments to Colerain Township Zoning Resolution
Words to be **deleted** are ~~[lined through]~~ - Words to be **added** are underlined

Article 16 Rules of Construction and Definitions

Section 16.2 Definitions

Massage Parlor: A sexually oriented business where for any form of consideration or gratuity, massage, alcohol rub, electric or magnetic treatments, or any other treatment or manipulation of the human body which occurs as part of or in connection with sexual activities in ORC 2907.01.,(C), or where any person providing such treatment, manipulation, or service related thereto, exposes his or her specified anatomical areas as set forth in ORC 2907.01.,(H). Massage Parlors that meet this definition are not permitted in Colerain Township. The definition of sexually oriented businesses shall not include the practice of massage therapy, as defined herein this section.

Massage Therapy: The practice of massage, in any licensed hospital, by a licensed chiropractor, masseur or masseuse, or osteopath, by any nurse or technician working under the supervision of a licensed physician, surgeon, chiropractor or osteopath, by trainers for any amateur, semiprofessional or professional athlete or athletic team or school athletic program. Massage therapy is the scientific manipulation of the soft tissues of the body for the purpose of normalizing those tissues and consists of manual techniques that include applying fixed or movable pressure, holding, and/or causing movement of or to the body.

Section 8.2 Permitted Uses

The proposed text amendment would add Massage Parlors as a permitted use within all Business and Office Districts (see below). [Click here to view a full copy of the Zoning Resolution.](#)

Type of Use	Zoning District					Additional Regulations
	B-1	B-2	B-3	O-1	I-1	
Massage Therapy	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		None Proposed

P=Permitted

PUBLIC HEARINGS

Department: Planning & Zoning
Department Director: Michael Ionna, Director - Planning and Zoning

Motion to Open A Public Hearing For Assessments For Sidewalk Maintenance Project Phase I

Recommend ADOPTION of the Motion to open the Public Hearing.

Rationale:

A Public Hearing is required per ORC Statutes prior to the authorizations of Sidewalk Assessments associated with Sidewalk Maintenance Program Phase I.

Sidewalk maintenance is the responsibility of the property owner. A significant portion of the sidewalk system within Colerain Township was initially built during the same time the adjoining streets and homes were constructed. After several decades, these sidewalks require repair. The Sidewalk Maintenance Program is a revolving fund project with the intent to complete repairs on Colerain Township sidewalks.

The program operates as follows:

1. A project area is designated
2. A conditions assessment is conducted and those sidewalk squares in disrepair are marked.
3. Letters are sent to the property owner providing notice of the repairs.
4. Property owners are given a timeframe to opt-out of the program and complete necessary sidewalk repairs.
5. Colerain Township contracts with a vendor to complete the sidewalk repairs
6. Vendor completes the repairs.
7. Repair cost is assessed to the property owners via tax assessment
8. Assessments are used to fund future phases of the program (A Revolving Fund).

The seed money for the project came from Community Block Grant funding that the Township receives.

The two (2) areas identified within Phase I of the program are located in Northbrook and Groesbeck neighborhoods, approximately 1.5 miles apart. Both areas were chosen due to their proximity to critical Township assets, including schools, libraries, and commercial destinations. A resolution authorizing the assessments is a requirement of ORC that must occur prior to the assessment of the repairs to their corresponding properties.

PUBLIC SAFETY

Department: Police

Department
Director: Mark Denney, Police Chief

Motion to Approve Noise Permit

Recommend adoption of the motion.

Rationale:

Application is from Club Trio (5744 Springdale Road) for March 13th and a blanket permit for May 1st, 2021 through October 31, 2021.



PERMIT VALID DATE AND TIME (to and from):

Trustees: Matt Wahlert, Raj Rajagopal, Daniel Unger

Fiscal Officer: Jeff Baker

Administrator: Geoff Milz

Application for Noise Resolution Permit

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

Name of applicant: Club TRIO Lounge (Scott Doran)
Address where event will be held: 5744 Springdale Rd
Cincinnati OH 45247
Type of event: Entertainment
Date and Time of Event: SAT March 13th and May 1st 2021 - Oct 31 2021
Contact number for permit holder: 513 602 6986

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

For Office Use Only, Do not write below this line

Time and date received:

By:

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

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

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

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee Matt Wahlert

Attest: _____

Jeff Baker, Fiscal Officer

COLERAIN

PUBLIC SAFETY

Department: Police

Department
Director: Mark Denney, Police Chief

Resolution Accepting Abandoned Vehicles and Authorizing Public Auction of Abandoned Vehicles

Recommend ADOPTION of the Resolution.

Rationale:

This motion allows the Police Department to take ownership of two vehicles (2) Chevrolet Cruze VIN #

They were both abandoned in the impound lot. These vehicles were legally seized and the owners never retrieved them. Certified letters have been sent to the owners and the Ohio Revised Code has been followed to allow for this transfer of ownership.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:30** p.m., on the _____ day of March, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mr. Raj Rajagopal, Mr. Dan Unger, and Matthew Wahlert

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

RESOLUTION NO.: _____-21

**RESOLUTION ACCEPTING ABANDONED VEHICLES AND
AUTHORIZING PUBLIC AUCTION OF ABANDONED VEHICLES**

WHEREAS, the Colerain Township Board of Trustees is responsible for the public health, welfare, and safety of the Township; and

WHEREAS, Colerain Township is currently in possession of two abandoned vehicles, that are currently located on township property; and

WHEREAS, Colerain Township has notified all the appropriate individuals, entities, and banks of the location and state of the abandoned vehicles pursuant to Ohio Revised Code Chapter 4513; and

WHEREAS, Colerain Township believes that it has met all the requirements to accept these vehicles as abandoned property, and wishes to dispose of these vehicles at public auction pursuant to Ohio Revised Code § 4513.60; and

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

1. Colerain Township accepts two abandoned vehicles and wishes to dispose of the vehicles via public auction. These vehicles are:

- 2014 Chevrolet Cruz VIN: 1G1PC5SB3E7174007
- 2014 Chevrolet Cruz VIN: 1G1PA55H3E7205864

2. Ohio Revised Code § 4513.62 provides, “Unclaimed motor vehicles ordered into storage pursuant to division (A)(1) of section 4513.60 or section 4513.61 of the Revised Code shall be disposed of at the order of . . . the chief of police of the . . . township . . . to a motor vehicle salvage dealer or scrap metal processing facility as defined in section 4737.05 of the Revised Code, . . . or shall be sold by the . . . chief of police . . . at public auction, after giving notice thereof by

advertisement, published once a week for two successive weeks in a newspaper of general circulation in the county or as provided in section 7.16 of the Revised Code.”

3. Colerain Board of Trustees hereby directs that the method of sale be public auction conducted by:

GOV Deals Online Auction (www.govdeals.com)

4. Colerain Township Board of Trustees hereby orders township officials to provide public notice as required by Ohio Revised Code § 4513.62 for two successive weeks, including the name and address of the public auction company.

5. Any moneys accruing from the disposition of the unclaimed motor vehicles that are in excess of the expenses resulting from the removal and storage of the vehicle shall be credited to the general fund of the township, pursuant to Ohio Revised Code § 4513.62.

6. This Resolution is hereby declared to necessary for the preservation of the public peace, health, safety and welfare of the Township to prevent the further abandoned vehicles throughout the township.

7. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

8. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this _____ day of March, 2021.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Raj Rajagopal, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of March, 2021.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department
Director: Mark Denney, Police Chief

Resolution For Disposal By Trade-In Of Vehicles Which Are Obsolete, Unfit Or Unneeded For Public Use
Recommend ADOPTION of the Resolution.

Rationale:

This resolution allows the Police Department to dispose of (10) vehicles that have outlived their usefulness. These vehicles will be traded to Joseph Toyota for a credit towards the purchase of unmarked investigator vehicles or sold at public auction.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:30** p.m., on the _____ day of March, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mr. Raj Rajagopal, Mr. Dan Unger, and Matthew Wahlert

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

RESOLUTION NO.: _____-21

**RESOLUTION FOR DISPOSAL BY TRADE-IN OF VEHICLES WHICH ARE
OBSOLETE, UNFIT OR UNNEEDED FOR PUBLIC USE**

WHEREAS, Ohio Revised Code § 505.10 authorizes the Board of Trustees to dispose of personal property, including motor vehicles, road machinery, equipment, and tools, which the Board finds by resolution are not needed for public use, or are obsolete, or are unfit; and

WHEREAS, Colerain Township is currently in possession of eight vehicles, that are currently located on township property, that are no longer needed for public use, or are obsolete, or are unfit, and that, in the opinion of the board, will be beneficial for the township to trade-in during a transaction in purchasing new vehicles for the township; and

WHEREAS, Ohio Revised Code § 505.10(A)(3) authorizes the Board of Trustees may offer to sell the motor vehicles, road machinery, equipment, or tools to that person or firm, and to have the selling price credited to the person or firm against the purchase price of other motor vehicles, road machinery, equipment, or tools.

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

1. Colerain Township Board of Trustees hereby authorizes the trade-in of the following vehicles to Joseph Toyota, 9101 Colerain Avenue, Colerain Township, Cincinnati, Ohio 45251, which are no longer needed for public use, or are obsolete, or are unfit for public use, for credit in the transaction to purchase new vehicles for the township:

- 2015 Ford Interceptor Utility, VIN# 1FM5K8AR1FGC07777
- 2015 Ford Interceptor Utility, VIN# 1FM5K8AR3FGC07778
- 2015 Ford Interceptor Sedan, VIN# 1FAHP2MK9FG149003
- 2011 Toyota Camry, VIN# 4T4BF3EK0BR099323

- 2006 Nissan Altima, VIN# 1N4AL11D16C188589
- 2012 Toyota Camry, VIN# 4T1BF1FK5CU020453
- 2015 Ford Interceptor Sedan, VIN# 1FAHP2MK8FG112153
- 2015 Ford Interceptor Sedan, VIN# 1FAHP2L82FG145882

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 meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

3. This resolution shall take effect at the earliest period allowed by law.

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

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 _____ and Mr. Wahlert

ADOPTED this _____ day of March, 2021.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Raj Rajagopal, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of March, 2021.

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department
Director: Mark Denney, Police Chief

Motion to Authorize Administrator to Execute Purchase Agreement With Joseph Toyota

Recommend ADOPTION of the Motion.

Rationale:

Requesting approval of motion to allow Township Administrator to sign a purchase agreement with Joseph Toyota for (2) 2018 Toyota Camrys for the Investigative Division.

This is two additional vehicles over the approved purchase in the 2021 Capital Budget of two vehicles for the investigators, but no additional cost.

Due to the value of trade-ins, we are able to get an additional two vehicles for the same budgeted price, allowing us to reduce the need to purchase next year.

PUBLIC SERVICES

Department: Public Services

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

Resolution Authorizing Participation in the 2021 ODOT Salt Contract

Recommend ADOPTION of the Resolution.

Rationale:

Annually, the Township must enter into an agreement to purchase salt. In order to participate in the ODOT joint salt purchase for the winter of 2021-2022, the Township must pass a resolution of participation at this meeting. Participating in the ODOT program is more cost effective than independently purchasing salt as ODOT is able to leverage the collective purchasing power of multiple jurisdictions

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the 9th day of March, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matthew Wahlert

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

RESOLUTION NO.: _____-21

**RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2021**

WHEREAS, Colerain Township (hereinafter “the Township”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the road salt contract; and
- d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than April 3, 2021. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

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

1. That this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Township agrees to the above terms and conditions regarding participation on the ODOT road salt contract.
2. That authorizing participation in the ODOT road salt contract will benefit the health, safety and welfare of the residents of Colerain Township.
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of 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 Section 121.22 of the Ohio Revised Code; and
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and
5. That this Resolution shall be effective at the earliest date allowed by law.

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

Vote Record: Raj Rajagopal_____, Dan Unger_____, Matthew Wahlert_____

ADOPTED this 9th day of March, 2021.

BOARD OF TRUSTEES

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

Attest:

Jeff Baker
Colerain Township Fiscal Officer

Resolution approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott Sollmann Colerain Township Assistant Law Director

PLANNING & ZONING

Department: Planning & Zoning

Department
Director: Michael Ionna, Director - Planning and Zoning

Resolution to Approve Zoning Case ZA2021-01 Change The Zoning On The Site From R-4 And R-6 To PD-R To Allow For The Construction Of 68 Detached Single-Family Homes

Recommend ADOPTION of the Resolution to change the zoning on the site from R-4 and R-6 to PD-R.

Rationale:

The submitted request meets the finding required for the proposed Zone Change. A digital copy of the case file can be found online at: <https://www.colerain.org/454/Now-Pending>

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 9th day of March, 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. _____-21

Case No. ZA2021-01

29.8 acre area located on the north side of Kemper Road approximately 1300 feet from where it intersects with Pippin Road.

Approval of a Re-Zoning Request

From R-4 (Suburban Residential) and R-6 Urban Residential to PD-R (Planned Development – Residential)

Parcel 510-0013-0009-00

WHEREAS, MI Homes of Cincinnati per Brad Austing on behalf of Kemper FL Holdings, LLC, has submitted an application for a Zone Map Amendment from R-4 (Suburban – Medium Residential District) and R-6 (Urban Residential District) to PD-R Planned Development Residential. The applicant proposes to construct 68 detached single-family homes in a planned community development, and,

WHEREAS, the Colerain Township Zoning Commission conducted its public hearing on the application on March 2nd, 2021, and after staff presentation, public comments, exhibits, and other materials submitted, voted 4-1 to recommend approval of the zoning request; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on March 9th, 2021, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, which voted 4-1 to approve, subject to conditions, the application for the Zoning Map Amendment request from R-4 (Suburban – Medium Residential District) and R-6 (Urban Residential District) 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 variation requests, and that the Board of Trustees does hereby approve the request for Parcel 510-0013-0009-00, subject to the following conditions:

- a. That the front façade of all dwellings contains an element of stone, brick, or other masonry unit.

- b. The minimum housing size shall be 1,400 square feet for one-story residential dwellings and 1,600 square feet for two-story residential dwellings.
- c. All homes shall feature a basement. Said basement shall not be considered part of the floor area established within Condition 2.
- d. That a plan for the intent and treatment of the open space areas be included within the Final Development Plan. Said plan shall address the manner in which the common open space will be developed or treated.
- e. That a community amenity be provided within the development. Such amenities may include, but are not limited to, a playground, provision of paved walking trails, or bike trails.
- f. That a Homeowners Association (HOA) be formed to manage and care for the common open space, retention ponds, fencing, and vegetative buffers.
- g. The maintenance of the vegetative buffers, fencing, and open space areas shown on the approved preliminary plan and final development plan shall be included and outlined within the HOA documents of Abbeytown Subdivision. Maintenance shall be conducted in a manner that promotes and fosters the intent of the buffer to screen the new development from existing adjacent development.
- h. That a street lighting district be set up for this development in accordance with the standards of Colerain Township.
- i. That a waiver be granted for the sidewalk connection along Kemper Road
- j. That future sale of the “panhandle” portion of the tract to adjacent property owners and only adjacent property owners to the east or west be permitted to occur as an Administrative Modification to the approved Development Plan.
- k. That the proposed development meets applicable standards and regulations for other development review agencies.

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 9th day of March, 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 9th day of March, 2021.

Jeff Baker
Colerain Township Fiscal Officer

PLANNING & ZONING

Department: Planning & Zoning

Department
Director: Michael Ionna, Director - Planning and Zoning

Resolution to Approve Zoning Case ZA2021-02 Changing The Zoning On The Site From R-7 To PD-B To Allow For The Construction Of A Parking Lot

Recommend ADOPTION of the Resolution to approve the proposed Zone Change and corresponding Preliminary Development Plan for Zoning Case 2021-02

Rationale:

The submitted request is consistent with the findings for approval. The entire case file is available for online viewing at: <https://www.colerain.org/454/Now-Pending>

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 9th day of March, 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. _____-21

Case No. ZA2021-02

Approximate 0.14 acre area located approximately 235 feet north of the terminus of Clara Drive intersects with Pippin Road.

Approval of a Re-Zoning Request

From R-7 (Multi-Family) to PD-R (Planned Development – Residential)

WHEREAS, Colerain Township, Property Owner, has submitted an application for a Zone Map Amendment from R-4 (Suburban – Medium Residential District) and R-6 (Urban Residential District) to PD-R Planned Development Residential. The applicant proposes to construct 68 detached single-family homes in a planned community development, and,

WHEREAS, the Colerain Township Zoning Commission conducted its public hearing on the application on March 2nd, 2021, and after staff presentation, public comments, exhibits, and other materials submitted, voted 5-0 to recommend approval of the zoning request; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on March 9th, 2021, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, which voted 5-0 to approve, subject to conditions, the application for the Zoning Map Amendment request from R-7 (Multi-Family) 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 variation requests, and that the Board of Trustees does hereby approve the request for the site in question, subject to the following conditions:

- a. That sufficient fencing be provided to completely screen all vehicles located in the side and rear yard areas of the Colerain Crossings Shopping Center. Said fencing should be of high-quality materials and shall not consist of chain link, barbed wire or razor wire designs.

- b. That sufficient screening and landscaping be provided to completely screen all vehicles located in the side and rear yard areas of the Colerain Crossings. Said landscaping should be in excess of what is required within the Zoning Resolution.
- c. That the applicant properly care for the planted landscaping until it fully matures
- d. That the growth located from the surplus lot on the site until the terminus of the property line be cleared out.
- e. That additional landscape be provided throughout the park as necessary to mitigate any issues associated with the proposed construction of the off-street parking area.

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 9th day of March, 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 9th day of March, 2021.

Jeff Baker
Colerain Township Fiscal Officer

PLANNING & ZONING

Department: Planning & Zoning

Department
Director: Michael Ionna, Director - Planning and Zoning

Resolution to Approve A Text Amendment To The Zoning Resolution Adding Regulations, Including Definitions, For Massage Therapy And Massage Parlors

Recommend ADOPTION of the Resolution.

Rationale:

In 2020, the Township Trustees instructed staff to explore additional zoning regulations related to massage therapy and massage parlors throughout Colerain Township. In consultation with other jurisdictions and after extensive research, the proposed zoning regulations should help to address the issues enumerated by the Board of Trustees. To view the case file online, please visit: www.colerain.org/454/Now-Pending

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 9th day of March, 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. _____-21

RESOLUTION ADOPTING TEXT AMENDMENTS TO THE COLERAIN TOWNSHIP ZONING RESOLUTION ADDING REGULATIONS AND DEFINITIONS FOR MASSAGE PARLORS AND MASSAGE THERAPY

WHEREAS, a proposed text amendment to Article 8.2 Permitted Business Uses and Article 16.2 Definitions to add definitions and regulations for Massage Parlors and Massage Therapy as was by Motion of the Colerain Board of Trustees and transmitted to the Colerain Zoning Commission; and

WHEREAS, the Colerain Township Zoning Commission conducted its public hearing on the application on March 2nd, 2021, and after staff presentation, public comments, exhibits, and other materials submitted, voted unanimously to recommend approval of the zoning request; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on March 9th, 2021, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, which voted unanimously to approve the proposed text set out in **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, that the Board does hereby adopt the Amendment to the Colerain Township Zoning Resolution attached hereto as **Exhibit A**; and

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

1. The text amendment hereby adopted is in furtherance of the health, safety, morals and welfare of the public and the Township; and
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 of 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 Section 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 9th day of March, 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 9th day of March, 2021.

Jeff Baker
Colerain Township Fiscal Officer

General Attachment Notice:

For ease of viewing, only those portions of the Zoning Ordinance pertaining to the requests within the submitted application have been included within these attachments. The complete Zoning Resolution can be viewed online at: www.colerain.org

ATTACHMENT A

Proposed Text Amendments to Colerain Township Zoning Resolution
Words to be **deleted** are ~~[lined through]~~ - Words to be **added** are underlined

Article 16 Rules of Construction and Definitions

Section 16.2 Definitions

Massage Parlor: A sexually oriented business where for any form of consideration or gratuity, massage, alcohol rub, electric or magnetic treatments, or any other treatment or manipulation of the human body which occurs as part of or in connection with sexual activities set forth in ORC 2907.01.,(C), or where any person providing such treatment, manipulation, or service related thereto, exposes his or her specified anatomical areas as set forth in ORC 2907.01.,(H). Massage Parlors that meet this definition are not permitted in Colerain Township. The definition of sexually oriented businesses shall not include the practice of massage therapy, as defined herein this section.

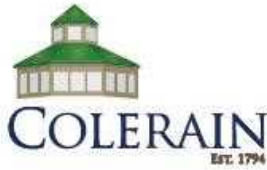
Massage Therapy: The practice of massage, in any licensed hospital, by a licensed chiropractor, masseur or masseuse, or osteopath, by any nurse or technician working under the supervision of a licensed physician, surgeon, chiropractor or osteopath, by trainers for any amateur, semiprofessional or professional athlete or athletic team or school athletic program. Massage therapy is the scientific manipulation of the soft tissues of the body for the purpose of normalizing those tissues and consists of manual techniques that include applying fixed or movable pressure, holding, and/or causing movement of or to the body.

Section 8.2 Permitted Uses

The proposed text amendment would add Massage Parlors as a permitted use within all Business and Office Districts (see below). [Click here to view a full copy of the Zoning Resolution.](#)

Type of Use	Zoning District					Additional Regulations
	B-1	B-2	B-3	O-1	I-1	
Massage Therapy	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		<i>None Proposed</i>

P=Permitted



FEBRUARY 16, 2021

**STAFF REPORT
ZONING COMMISSION**

APPLICATION TYPE: MAP AMENDMENT

Case No: ZA2020-05
Request: Text Amendment adding regulations for Massage Parlors and Massage Therapy
Applicant: Colerain Township Board of Trustees

SECTION A: BACKGROUND INFORMATION

The proposed text amendment application has been authorized by the Colerain Township Board of Trustees. The Trustees, on behalf of concerned residents, voted to authorize the proposed amendment as a measure to provide regulatory language within the Zoning Resolution to ensure that business operations providing massage services in Colerain Township are operating in a manner that would not be consistent with a sexually-oriented business.

The draft language within the proposed text amendment was created using the following data and methodology:

- Careful consideration of the Colerain Township community
- Inventory of regulations and issues faced by other regional communities, particularly Townships
- Outreach and communication with Planning Departments
- Inventory of practices used in other areas and current Ohio Revised Codes
- Review and revision process conducted with Legal Counsel

For Text Amendment applications, the Zoning Commission action is in the form of a recommendation to the Board of Trustees who take final action to approve or deny the proposed text amendment.

SECTION B: PETITION REVIEW

The proposed text amendment regulates massage services by providing two definitions: Massage Parlors and Massage Therapy.

Massage Parlors are defined as those businesses where massage is performed in conjunction with sexual actions or activities. The proposed definition makes these types of massage operations illegal in Colerain Township.

The proposed text amendment defines Massage Therapy as massage services provided by licensed individuals with said services being performed in a manner that is not sexually

oriented. The text amendment permits “Massage Therapy” uses in the same Zoning Districts as other medical and dental services.

SECTION C: RECOMMENDATION

Staff recommends for **APPROVAL** of the proposed text amendment adding regulations for massage parlors and massage therapy.

SECTION D: STAFF COMMENTS / BASIS

1. The proposed text amendment will provide regulations that ensure businesses providing massage services in Colerain Township are doing so in a manner that is legal and consistent with the intent and purpose of the Zoning Resolution.
2. The proposed text amendment will provide regulations that ensure businesses providing massage services in Colerain Township are doing so in a manner that protects and promotes the public health, safety and welfare.
3. The proposed text amendment safeguards against illegal activities associated with massage operators through licensure requirements of personnel providing massage therapy.
4. The proposed text amendment does not adversely impact Massage Therapy uses as they are permitted in the same Zoning Districts as other medical and dental uses are permitted.
5. The use of Ohio Revised Codes (ORC) references makes the definition of Massage Parlor legally defensible for administrative and enforcement purposes.

General Attachment Notice:

For ease of viewing, only those portions of the Zoning Ordinance pertaining to the requests within the submitted application have been included within these attachments. The complete Zoning Resolution can be viewed online at: www.colerain.org

ATTACHMENT A

Proposed Text Amendments to Colerain Township Zoning Resolution
Words to be **deleted** are ~~[lined through]~~ - Words to be **added** are underlined

Article 16 Rules of Construction and Definitions

Section 16.2 Definitions

Massage Parlor: A sexually oriented business where for any form of consideration or gratuity, massage, alcohol rub, electric or magnetic treatments, or any other treatment or manipulation of the human body which occurs as part of or in connection with sexual activities in ORC 297.01.,(C), or where any person providing such treatment, manipulation, or service related thereto, exposes his or her specified anatomical areas as set forth in ORC 2907.01.,(H). Massage Parlors that meet this definition are not permitted in Colerain Township. The definition of sexually oriented businesses shall not include the practice of massage therapy, as defined herein this section.

Massage Therapy: The practice of massage, in any licensed hospital, by a licensed chiropractor, masseur or masseuse, or osteopath, by any nurse or technician working under the supervision of a licensed physician, surgeon, chiropractor or osteopath, by trainers for any amateur, semiprofessional or professional athlete or athletic team or school athletic program. Massage therapy is the scientific manipulation of the soft tissues of the body for the purpose of normalizing those tissues and consists of manual techniques that include applying fixed or movable pressure, holding, and/or causing movement of or to the body.

Section 8.2 Permitted Uses

The proposed text amendment would add Massage Parlors as a permitted use within all Business and Office Districts (see below). [Click here to view a full copy of the Zoning Resolution.](#)

Type of Use	Zoning District					Additional Regulations
	B-1	B-2	B-3	O-1	I-1	
Massage Therapy	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		None Proposed

P=Permitted

PLANNING & ZONING

Department: Planning & Zoning

Department
Director: Michael Ionna, Director - Planning and Zoning

Resolution To Authorize Property Tax Assessments For Sidewalk Maintenance Project Phase I

Recommend ADOPTION of the Resolution.

Rationale:

Sidewalk maintenance is the responsibility of the property owner. A significant portion of the sidewalk system within Colerain Township was initially built during the same time the adjoining streets and homes were constructed. After several decades, these sidewalks require repair. The Sidewalk Maintenance Program is a revolving fund project with the intent to complete repairs on Colerain Township sidewalks.

The program operates as follows:

1. A project area is designated
2. A conditions assessment is conducted and those sidewalk squares in disrepair are marked.
3. Letters are sent to the property owner providing notice of the repairs.
4. Property owners are given a timeframe to opt-out of the program and complete necessary sidewalk repairs.
5. Colerain Township contracts with a vendor to complete the sidewalk repairs
6. Vendor completes the repairs.
7. Repair cost is assessed to the property owners via tax assessment
8. Assessments are used to fund future phases of the program (A Revolving Fund).

The seed money for the project came from Community Block Grant funding that the Township receives.

The two (2) areas identified within Phase I of the program are located in Northbrook and Groesbeck neighborhoods, approximately 1.5 miles apart. Both areas were chosen due to their proximity to critical Township assets, including schools, libraries, and commercial destinations. A resolution authorizing the assessments is a requirement of ORC that must occur prior to the assessment of the repairs to their corresponding properties.

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

Dan Unger, Raj Rajagopal, Matthew Wahlert

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

RESOLUTION NO. _____-21

RESOLUTION MAKING ASSESSMENT FOR THE CONSTRUCTION, REPAIR, REPLACEMENT, AND/OR MAINTENANCE OF SIDEWALKS AND DRIVEWAY APRONS WITHIN SPECIFIC AREAS OF COLERAIN TOWNSHIP

WHEREAS, the sidewalk infrastructure of Colerain Township is a significant asset that impacts the quality of life for those who live, work, and visit Colerain Township and the Colerain Township Board of Trustees has determined that the implementation of a sidewalk and driveway apron construction, repair, replacement, and maintenance program is in the best interest of the Township and will improve the health, safety, and general welfare of its residents and those who work and visit the Township; and

WHEREAS, on or about June 23, 2020, the Colerain Township Board of Trustees passed Resolution #28-20 utilizing their authority to order the construction, repair, and maintenance of sidewalks and driveways aprons and assess the expense of such construction, repair, and maintenance to the abutting property owners pursuant to Ohio Revised Code Section 5543.10; and

WHEREAS, an inspection of the sidewalk and driveway apron in the areas of Memory neighborhood in Groesbeck and the Northbrook neighborhood occurred when deficiencies were demarcated and notice was provided to abutting property owners of necessary construction, repair, replacement, and maintenance; and

WHEREAS, abutting property owners were afforded the opportunity to hire an outside service to conduct the required construction, repair, replacement, and maintenance of their sidewalks and/or driveway aprons; and

WHEREAS, Colerain Township paid for and coordinated all remaining required construction, repair, replacement, and maintenance of deficient sidewalks and driveway aprons in the areas of Memory neighborhood in Groesbeck and the Northbrook neighborhood and have notified each individual abutting property owner of the costs of such construction, repair, replacement, and maintenance with respect to their individual deficient sidewalks and/or driveway aprons that will be assessed to their property; and

WHEREAS, the costs to be assessed on each parcel of property are attached hereto as Exhibit "A" and have been calculated pursuant to the amount of square feet of sidewalks and/or driveway aprons that were constructed, repaired, or replaced for each parcel; and

WHEREAS, as detailed in Exhibit "B" attached hereto, the Colerain Township Board of Trustees believes that allowing each property owner who has been assessed to pay back their individual assessments over the course of a five-year period as opposed to all at once will reduce the financial burden incurred on every assessed property owner; and

WHEREAS, in compliance with Ohio Revised Code Section 5543.10, the Colerain Township Board of Trustees held a public hearing on March 9, 2021, after providing proper notice via publication for two successive weeks in the Northwest Press, a newspaper of general circulation within the township, stating the intention of the Colerain Township Board of Trustees to have a public hearing regarding the assessments attached hereto as Exhibits "A" and "B"; and

WHEREAS, pursuant to Ohio Revised Code Section 5543.10, the Colerain Township Board of Trustees will assess abutting property owners one hundred (100%) of the costs associated regarding the construction, repair, replacement, and maintenance of the sidewalks and/or driveway aprons the Township performed in the manner and amounts as detailed in the annual assessments attached hereto in Exhibits "A" and "B".

NOW, THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES, __ members elected thereto concurring:

1. That the Board of Trustees hereby utilizes its authority under Ohio Revised Code Section 5543.10 to assess property owners of all parcels contained in Exhibits "A" and "B" attached hereto in the amounts and manner as detailed over a five-year period as set forth those Exhibits "A" and "B" for the costs incurred by the Township for the construction, repair, replacement, and/or maintenance of deficient sidewalks and/or driveways aprons which previously existed in the areas of Memory neighborhood in Groesbeck and the Northbrook neighborhood.

2. That the Board of Trustees hereby orders and provide authority to the Colerain Administration to take all necessary steps, execute all necessary documents, and pursue all necessary remedies to establish and collect all assessments in the amounts and manner as detailed over a five-year period as set forth Exhibits "A" and "B" attached hereto.

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

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

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

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

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

ADOPTED this ____ day of March, 2021.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Raj Rajagopal, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of March, 2021.

Jeff Baker,
Colerain Township Fiscal Officer



**NORTHBROOK
NEIGHBORHOOD**

<u>Parcel</u>	<u>Address</u>	<u>Street</u>	<u>Sq. ft.</u>	<u>Sidewalk</u> <u>Sq. ft.</u>	<u>Driveway</u> <u>Sq. ft.</u>	\$ 11.20	\$ 13.25	TOTAL
510-0041-0019-00	9834	Loralinda	140			\$ 1,568.00	\$ -	\$ 1,568.00
510-0041-0021-00	9824	Loralinda	60		40	\$ 672.00	\$ 530.00	\$ 1,202.00
510-0041-0024-00	9808	Loralinda	20			\$ 224.00	\$ -	\$ 224.00
510-0052-0239-00	9540	Loralinda	114		10	\$ 1,276.80	\$ 132.50	\$ 1,409.30
510-0052-0239-00	9540	Loralinda	60			\$ 672.00	\$ -	\$ 672.00
510-0052-0252-00	9510	Loralinda	40			\$ 448.00	\$ -	\$ 448.00
510-0052-0252-00	9510	Loralinda	10			\$ 112.00	\$ -	\$ 112.00
510-0052-0259-00	9490	Loralinda	20			\$ 224.00	\$ -	\$ 224.00
510-0052-0399-00	9646	Loralinda	60			\$ 672.00	\$ -	\$ 672.00
510-0052-0400-00	9620	Loralinda	20			\$ 224.00	\$ -	\$ 224.00
510-0052-0401-00	9590	Loralinda	10			\$ 112.00	\$ -	\$ 112.00
510-0052-0424-00	9784	Loralinda	40			\$ 448.00	\$ -	\$ 448.00
510-0052-0426-00	9768	Loralinda	60			\$ 672.00	\$ -	\$ 672.00
510-0052-0427-00	9760	Loralinda	40			\$ 448.00	\$ -	\$ 448.00
510-0052-0430-00	9728	Loralinda			44	\$ -	\$ 583.00	\$ 583.00
510-0052-0431-00	9710	Loralinda	24		40	\$ 268.80	\$ 530.00	\$ 798.80
510-0052-0433-00	9670	Loralinda	20			\$ 224.00	\$ -	\$ 224.00
510-0052-0434-00	9658	Loralinda	96			\$ 1,075.20	\$ -	\$ 1,075.20
510-0052-0504-00	3186	Palmyra	80			\$ 896.00	\$ -	\$ 896.00
510-0052-0505-00	3178	Palmyra	20		20	\$ 224.00	\$ 265.00	\$ 489.00
510-0052-0506-00	3168	Palmyra	20		44	\$ 224.00	\$ 583.00	\$ 807.00
510-0052-0510-00	3167	Palmyra	48			\$ 537.60	\$ -	\$ 537.60
510-0052-0512-00	3185	Palmyra	40			\$ 448.00	\$ -	\$ 448.00
510-0112-0187-00	9850	Loralinda	20			\$ 224.00	\$ -	\$ 224.00
510-0112-0188-00	9854	Loralinda	52		28	\$ 582.40	\$ 371.00	\$ 953.40
510-0112-0190-00	9862	Loralinda	20			\$ 224.00	\$ -	\$ 224.00
510-0112-0191-00	9866	Loralinda	20			\$ 224.00	\$ -	\$ 224.00
510-0112-0196-00	9692	Loralinda	60			\$ 672.00	\$ -	\$ 672.00
510-0112-0198-00	9902	Loralinda	20		20	\$ 224.00	\$ 265.00	\$ 489.00
510-0112-0199-00	9912	Loralinda	100		40	\$ 1,120.00	\$ 530.00	\$ 1,650.00
510-0112-0202-00	9922	Loralinda	40		40	\$ 448.00	\$ 530.00	\$ 978.00
510-0112-0203-00	9924	Loralinda	60			\$ 672.00	\$ -	\$ 672.00
510-0112-0204-00	9928	Loralinda	40			\$ 448.00	\$ -	\$ 448.00
510-0112-0206-00	9936	Loralinda	40			\$ 448.00	\$ -	\$ 448.00
510-0112-0207-00	9844	Loralinda	20			\$ 224.00	\$ -	\$ 224.00
510-0052-0116-00	2740	Hyannis	40		40	\$ 448.00	\$ 530.00	\$ 978.00
510-0052-0120-00	2798	Hyannis	60			\$ 672.00	\$ -	\$ 672.00
510-0052-0128-00	2856	Hyannis	40		40	\$ 448.00	\$ 530.00	\$ 978.00
510-0052-0132-00	2851	Hyannis	64		40	\$ 716.80	\$ 530.00	\$ 1,246.80
510-0052-0134-00	2831	Hyannis			20	\$ -	\$ 265.00	\$ 265.00
510-0052-0135-00	2821	Hyannis	20		40	\$ 224.00	\$ 530.00	\$ 754.00
510-0052-0158-00	2934	Hyannis			40	\$ -	\$ 530.00	\$ 530.00
510-0052-0159-00	2944	Hyannis	60		40	\$ 672.00	\$ 530.00	\$ 1,202.00
510-0052-0164-00	2985	Lavern	20		60	\$ 224.00	\$ 795.00	\$ 1,019.00

510-0052-0165-00	2975	Lavern		40	\$	-	\$	530.00	\$	530.00
510-0052-0168-00	2949	Lavern		40	\$	-	\$	530.00	\$	530.00
510-0052-0170-00	2958	Lavern		40	\$	-	\$	530.00	\$	530.00
510-0052-0171-00	2966	Lavern		40	\$	-	\$	530.00	\$	530.00
510-0052-0173-00	2982	Lavern	40	40	\$	448.00	\$	530.00	\$	978.00
510-0052-0174-00	2990	Lavern	20	40	\$	224.00	\$	530.00	\$	754.00
510-0052-0175-00	3000	Lavern		40	\$	-	\$	530.00	\$	530.00
510-0052-0181-00	2979	Hyannis	20		\$	224.00	\$	-	\$	224.00
510-0052-0184-00	2947	Hyannis	148	40	\$	1,657.60	\$	530.00	\$	2,187.60
510-0052-0188-00	2905	Hyannis	20		\$	224.00	\$	-	\$	224.00
510-0052-0189-00	2865	Hyannis	60	40	\$	672.00	\$	530.00	\$	1,202.00
510-0052-0190-00	2885	Hyannis	20		\$	224.00	\$	-	\$	224.00
510-0052-0197-00	3024	Lavern	100	40	\$	1,120.00	\$	530.00	\$	1,650.00
510-0052-0198-00	3036	Lavern	10		\$	112.00	\$	-	\$	112.00
510-0052-0199-00	3050	Lavern	30		\$	336.00	\$	-	\$	336.00
510-0052-0200-00	3062	Lavern	20		\$	224.00	\$	-	\$	224.00
510-0052-0201-00	3074	Lavern	40	20	\$	448.00	\$	265.00	\$	713.00
510-0052-0202-00	3086	Lavern	20	20	\$	224.00	\$	265.00	\$	489.00
510-0052-0203-00	3100	Lavern	20		\$	224.00	\$	-	\$	224.00
510-0052-0204-00	3112	Lavern	20		\$	224.00	\$	-	\$	224.00
510-0052-0206-00	3101	Lavern	60		\$	672.00	\$	-	\$	672.00
510-0052-0207-00	3087	Lavern	40		\$	448.00	\$	-	\$	448.00
510-0052-0208-00	3075	Lavern	40		\$	448.00	\$	-	\$	448.00
510-0052-0209-00	3063	Lavern	20	20	\$	224.00	\$	265.00	\$	489.00
510-0052-0210-00	3051	Lavern	20		\$	224.00	\$	-	\$	224.00
510-0052-0211-00	3037	Lavern		40	\$	-	\$	530.00	\$	530.00
510-0052-0212-00	3025	Lavern	60		\$	672.00	\$	-	\$	672.00
510-0052-0213-00	3024	Hyannis	20	40	\$	224.00	\$	530.00	\$	754.00
510-0052-0214-00	3036	Hyannis	40		\$	448.00	\$	-	\$	448.00
510-0052-0227-00	3037	Hyannis	40		\$	448.00	\$	-	\$	448.00
510-0052-0228-00	3025	Hyannis	20	40	\$	224.00	\$	530.00	\$	754.00
510-0052-0230-00	3124	Lavern	40		\$	448.00	\$	-	\$	448.00
510-0052-0232-00	3150	Lavern	20		\$	224.00	\$	-	\$	224.00
510-0052-0234-00	3174	Lavern	20		\$	224.00	\$	-	\$	224.00
510-0052-0236-00	3198	Lavern	80		\$	896.00	\$	-	\$	896.00
510-0052-0236-00	3198	Lavern	80		\$	896.00	\$	-	\$	896.00
510-0052-0240-00	3187	Lavern	20		\$	224.00	\$	-	\$	224.00
510-0052-0241-00	3175	Lavern	10		\$	112.00	\$	-	\$	112.00
510-0052-0242-00	3163	Lavern	62		\$	694.40	\$	-	\$	694.40
510-0052-0243-00	3151	Lavern	56	40	\$	627.20	\$	530.00	\$	1,157.20
510-0052-0244-00	3137	Lavern		20	\$	-	\$	265.00	\$	265.00
510-0052-0245-00	3125	Lavern	20		\$	224.00	\$	-	\$	224.00
510-0052-0246-00	3124	Hyannis		40	\$	-	\$	530.00	\$	530.00
510-0052-0248-00	3150	Hyannis	20	40	\$	224.00	\$	530.00	\$	754.00
510-0052-0249-00	3162	Hyannis	60	40	\$	672.00	\$	530.00	\$	1,202.00
510-0052-0263-00	3151	Hyannis		20	\$	-	\$	265.00	\$	265.00
510-0052-0264-00	3137	Hyannis	40		\$	448.00	\$	-	\$	448.00

510-0052-0429-00	3195	Deshler	20		\$	224.00	\$	-	\$	224.00
510-0052-0442-00	3081	Deshler	40		\$	448.00	\$	-	\$	448.00
510-0052-0443-00	3082	Deshler	20		\$	224.00	\$	-	\$	224.00
510-0052-0451-00	3168	Elkhorn		40	\$	-	\$	530.00	\$	530.00
510-0052-0452-00	3162	Elkhorn	40		\$	448.00	\$	-	\$	448.00
510-0052-0453-00	3156	Elkhorn	28		\$	313.60	\$	-	\$	313.60
510-0052-0455-00	3144	Elkhorn	36		\$	403.20	\$	-	\$	403.20
510-0052-0456-00	3138	Elkhorn	100	40	\$	1,120.00	\$	530.00	\$	1,650.00
510-0052-0463-00	3105	Elkhorn		40	\$	-	\$	530.00	\$	530.00
510-0052-0464-00	3113	Elkhorn	40		\$	448.00	\$	-	\$	448.00
510-0052-0467-00	3129	Elkhorn		40	\$	-	\$	530.00	\$	530.00
510-0052-0469-00	3139	Elkhorn	20		\$	224.00	\$	-	\$	224.00
510-0052-0473-00	3163	Elkhorn	40		\$	448.00	\$	-	\$	448.00
510-0052-0477-00	3187	Elkhorn	40		\$	448.00	\$	-	\$	448.00
510-0052-0478-00	3193	Elkhorn	40		\$	448.00	\$	-	\$	448.00
510-0052-0479-00	3090	Deshler	20	44	\$	224.00	\$	583.00	\$	807.00
510-0052-0480-00	3098	Deshler		40	\$	-	\$	530.00	\$	530.00
510-0052-0481-00	3106	Deshler	20		\$	224.00	\$	-	\$	224.00
510-0052-0484-00	3128	Deshler	50		\$	560.00	\$	-	\$	560.00
510-0052-0485-00	3136	Deshler	70	40	\$	784.00	\$	530.00	\$	1,314.00
510-0052-0486-00	3142	Deshler	40		\$	448.00	\$	-	\$	448.00
510-0052-0487-00	3150	Deshler	40		\$	448.00	\$	-	\$	448.00
510-0052-0490-00	3172	Deshler		20	\$	-	\$	265.00	\$	265.00
510-0052-0491-00	3180	Deshler	20		\$	224.00	\$	-	\$	224.00
510-0052-0493-00	3191	Deshler	20		\$	224.00	\$	-	\$	224.00
510-0052-0494-00	3183	Deshler	20		\$	224.00	\$	-	\$	224.00
510-0052-0495-00	3175	Deshler		40	\$	-	\$	530.00	\$	530.00
510-0052-0496-00	3163	Deshler	60		\$	672.00	\$	-	\$	672.00
510-0052-0497-00	3153	Deshler	20		\$	224.00	\$	-	\$	224.00
510-0052-0498-00	3139	Deshler	60		\$	672.00	\$	-	\$	672.00
510-0052-0499-00	3131	Deshler	20		\$	224.00	\$	-	\$	224.00
510-0052-0500-00	3119	Deshler		20	\$	-	\$	265.00	\$	265.00
510-0052-0502-00	3105	Deshler	20		\$	224.00	\$	-	\$	224.00
510-0052-0503-00	3095	Deshler	20		\$	224.00	\$	-	\$	224.00
510-0052-0532-00	2704	Hyannis		72	\$	-	\$	954.00	\$	954.00
510-0112-0136-00	3385	Springdale		60	\$	-	\$	795.00	\$	795.00
510-0112-0136-00	3385	Springdale	40		\$	448.00	\$	-	\$	448.00
510-0112-0208-90	10101	Arborwood	64		\$	716.80	\$	-	\$	716.80

4,242 1,922 \$ 49,078.40 \$ 25,466.50 \$ 74,544.90

MEMORY

NEIGHBORHOOD

Parcel	Address	Street	Sidewalk Sq. ft.	Driveway Sq. ft.	\$ 11.20	\$ 13.25	Total
510-0073-0077-00	2600	Jonrose	56		\$ 627.20	\$ -	\$ 627.20
510-0073-0064-00	2601	Jonrose	64	64	\$ 716.80	\$ 848.00	\$ 1,564.80

510-0074-0334-00	2650	Jonrose	20		\$	224.00	\$	-	\$	224.00
510-0074-0335-00	2659	Jonrose	20		\$	224.00	\$	-	\$	224.00
510-0072-0285-00	2685	Jonrose	60		\$	672.00	\$	-	\$	672.00
510-0072-0273-00	2686	Jonrose	40	20	\$	448.00	\$	265.00	\$	713.00
510-0072-0284-00	2722	Jonrose	20		\$	224.00	\$	-	\$	224.00
510-0074-0368-00	2723	Jonrose	16		\$	179.20	\$	-	\$	179.20
510-0071-0357-00	2741	Jonrose	40		\$	448.00	\$	-	\$	448.00
510-0071-0358-00	2742	Jonrose		20	\$	-	\$	265.00	\$	265.00
510-0071-0359-00	2754	Jonrose		68	\$	-	\$	901.00	\$	901.00
510-0071-0359-00	2754	Jonrose	20		\$	224.00	\$	-	\$	224.00
510-0071-0354-00	2765	Jonrose	20		\$	224.00	\$	-	\$	224.00
510-0071-0360-00	2770	Jonrose	40		\$	448.00	\$	-	\$	448.00
510-0071-0361-00	2778	Jonrose	60		\$	672.00	\$	-	\$	672.00
510-0071-0362-00	2786	Jonrose	20	40	\$	224.00	\$	530.00	\$	754.00
510-0071-0364-00	2808	Jonrose	40		\$	448.00	\$	-	\$	448.00
510-0071-0346-00	2819	Jonrose	20		\$	224.00	\$	-	\$	224.00
510-0071-0345-00	2825	Jonrose	20		\$	224.00	\$	-	\$	224.00
510-0071-0367-00	2832	Jonrose	32	12	\$	358.40	\$	159.00	\$	517.40
510-0071-0344-00	2833	Jonrose	40	20	\$	448.00	\$	265.00	\$	713.00
510-0071-0338-00	2841	Jonrose	20		\$	224.00	\$	-	\$	224.00
510-0071-0340-00	2844	Jonrose	20		\$	224.00	\$	-	\$	224.00
510-0071-0341-00	2856	Jonrose	32		\$	358.40	\$	-	\$	358.40
510-0071-0336-00	2859	Jonrose	20		\$	224.00	\$	-	\$	224.00
510-0071-0342-00	2862	Jonrose	72		\$	806.40	\$	-	\$	806.40
510-0071-0335-00	2868	Jonrose	20		\$	224.00	\$	-	\$	224.00
510-0073-0069-00	7100	Swirlwood		48	\$	-	\$	636.00	\$	636.00
510-0073-0068-00	7113	Swirlwood	20		\$	224.00	\$	-	\$	224.00
510-0074-0207-00	7117	Memory		20	\$	-	\$	265.00	\$	265.00
510-0073-0067-00	7125	Swirlwood	16	44	\$	179.20	\$	583.00	\$	762.20
510-0074-0340-00	7133	Memory	30		\$	336.00	\$	-	\$	336.00
510-0073-0066-00	7141	Swirlwood	40		\$	448.00	\$	-	\$	448.00
510-0073-0072-00	7148	Swirlwood	16		\$	179.20	\$	-	\$	179.20
510-0074-0339-00	7149	Memory	24	48	\$	268.80	\$	636.00	\$	904.80
510-0074-0329-00	7156	Memory	40		\$	448.00	\$	-	\$	448.00
510-0074-0338-00	7165	Memory	16		\$	179.20	\$	-	\$	179.20
510-0074-0406-00	7165	Longwood	40		\$	448.00	\$	-	\$	448.00
510-0074-0406-00	7165	Longwood	20		\$	224.00	\$	-	\$	224.00
510-0074-0373-00	7170	Memory	40		\$	448.00	\$	-	\$	448.00
510-0074-0330-00	7170	Longwood	60	10	\$	672.00	\$	132.50	\$	804.50
510-0074-0370-00	7177	Longwood	16		\$	179.20	\$	-	\$	179.20
510-0073-0074-00	7180	Swirlwood	56		\$	627.20	\$	-	\$	627.20
510-0074-0331-00	7184	Memory		20	\$	-	\$	265.00	\$	265.00
510-0074-0374-00	7188	Longwood	16	32	\$	179.20	\$	424.00	\$	603.20
510-0074-0336-00	7197	Memory	66		\$	739.20	\$	-	\$	739.20
510-0074-0332-00	7198	Memory	20		\$	224.00	\$	-	\$	224.00
510-0073-0075-00	7200	Swirlwood	20		\$	224.00	\$	-	\$	224.00
510-0074-0333-00	7200	Memory	20		\$	224.00	\$	-	\$	224.00

510-0072-0283-00	7201	Longwood	20	32	\$	224.00	\$	424.00	\$	648.00
510-0072-0283-00	7201	Longwood	80		\$	896.00	\$	-	\$	896.00
510-0072-0242-00	7208	Memory	20		\$	224.00	\$	-	\$	224.00
510-0072-0270-00	7211	Memory	44		\$	492.80	\$	-	\$	492.80
510-0073-0076-00	7212	Swirlwood		24	\$	-	\$	318.00	\$	318.00
510-0071-0441-00	7213	Jamerine	64		\$	716.80	\$	-	\$	716.80
510-0072-0269-00	7219	Memory		48	\$	-	\$	636.00	\$	636.00
510-0072-0275-00	7220	Longwood		16	\$	-	\$	212.00	\$	212.00
510-0042-0244-00	7224	Memory	100		\$	1,120.00	\$	-	\$	1,120.00
510-0072-0268-00	7227	Memory	30		\$	336.00	\$	-	\$	336.00
510-0072-0245-00	7230	Memory	80		\$	896.00	\$	-	\$	896.00
510-0072-0276-00	7230	Longwood	40		\$	448.00	\$	-	\$	448.00
510-0071-0443-00	7231	Jamerine	16		\$	179.20	\$	-	\$	179.20
510-0072-0267-00	7233	Memory	10	40	\$	112.00	\$	530.00	\$	642.00
510-0071-0460-00	7234	Jamerine	16		\$	179.20	\$	-	\$	179.20
510-0072-0246-00	7238	Memory	44		\$	492.80	\$	-	\$	492.80
510-0072-0344-00	7239	Swirlwood	20		\$	224.00	\$	-	\$	224.00
510-0071-0444-00	7239	Jamerine	20		\$	224.00	\$	-	\$	224.00
510-0072-0247-00	7242	Memory	48		\$	537.60	\$	-	\$	537.60
510-0071-0445-00	7245	Jamerine	32		\$	358.40	\$	-	\$	358.40
510-0071-0458-00	7250	Jamerine		20	\$	-	\$	265.00	\$	265.00
510-0072-0265-00	7253	Memory	60		\$	672.00	\$	-	\$	672.00
510-0071-0446-00	7253	Jamerine	24		\$	268.80	\$	-	\$	268.80
510-0071-0447-00	7261	Jamerine	32		\$	358.40	\$	-	\$	358.40
510-0072-0251-00	7264	Memory	40		\$	448.00	\$	-	\$	448.00
510-0072-0264-00	7265	Memory	80	20	\$	896.00	\$	265.00	\$	1,161.00
510-0072-0342-00	7265	Swirlwood	14		\$	156.80	\$	-	\$	156.80
510-0071-0455-00					\$	-	\$	-	\$	-
510-0071-0455-00	7266	Jamerine	64		\$	716.80	\$	-	\$	716.80
510-0071-0448-00	7271	Jamerine	84		\$	940.80	\$	-	\$	940.80
510-0072-0263-00	7273	Memory	60		\$	672.00	\$	-	\$	672.00
510-0071-0468-00	7274	Jamerine	32		\$	358.40	\$	-	\$	358.40
510-0072-0337-00	7278	Swirlwood	40		\$	448.00	\$	-	\$	448.00
510-0072-0254-00	7280	Memory	20		\$	224.00	\$	-	\$	224.00
510-0072-0262-00	7281	Memory	40	20	\$	448.00	\$	265.00	\$	713.00
510-0071-0454-00	7282	Jamerine	40		\$	448.00	\$	-	\$	448.00
510-0071-0450-00	7289	Jamerine	12		\$	134.40	\$	-	\$	134.40
510-0072-0257-00	7294	Memory	28		\$	313.60	\$	-	\$	313.60
510-0072-0258-00	7298	Memory	20	20	\$	224.00	\$	265.00	\$	489.00
510-0072-0259-00	7299	Memory	20		\$	224.00	\$	-	\$	224.00

2,802	706	\$ 31,382.40	\$	9,354.50	\$ 40,736.90
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Colerain Sidewalk Program Five-Year Assessment Schedule

Property Number	2020 pay 2021	2021 pay 2022	2022 pay 2023	2023 pay 2024	2024 pay 2025	5-year Total
510-0041-0019-00	\$ 313.60	\$ 313.60	\$ 313.60	\$ 313.60	\$ 313.60	\$ 1,568.00
510-0041-0021-00	\$ 240.40	\$ 240.40	\$ 240.40	\$ 240.40	\$ 240.40	\$ 1,202.00
510-0041-0024-00	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 224.00
510-0052-0239-00	\$ 281.86	\$ 281.86	\$ 281.86	\$ 281.86	\$ 281.86	\$ 1,409.30
510-0052-0239-00	\$ 134.40	\$ 134.40	\$ 134.40	\$ 134.40	\$ 134.40	\$ 672.00
510-0052-0252-00	\$ 89.60	\$ 89.60	\$ 89.60	\$ 89.60	\$ 89.60	\$ 448.00
510-0052-0252-00	\$ 22.40	\$ 22.40	\$ 22.40	\$ 22.40	\$ 22.40	\$ 112.00
510-0052-0259-00	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 224.00
510-0052-0399-00	\$ 134.40	\$ 134.40	\$ 134.40	\$ 134.40	\$ 134.40	\$ 672.00
510-0052-0400-00	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 224.00
510-0052-0401-00	\$ 22.40	\$ 22.40	\$ 22.40	\$ 22.40	\$ 22.40	\$ 112.00
510-0052-0424-00	\$ 89.60	\$ 89.60	\$ 89.60	\$ 89.60	\$ 89.60	\$ 448.00
510-0052-0426-00	\$ 134.40	\$ 134.40	\$ 134.40	\$ 134.40	\$ 134.40	\$ 672.00
510-0052-0427-00	\$ 89.60	\$ 89.60	\$ 89.60	\$ 89.60	\$ 89.60	\$ 448.00
510-0052-0430-00	\$ 116.60	\$ 116.60	\$ 116.60	\$ 116.60	\$ 116.60	\$ 583.00
510-0052-0431-00	\$ 159.76	\$ 159.76	\$ 159.76	\$ 159.76	\$ 159.76	\$ 798.80
510-0052-0433-00	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 224.00
510-0052-0434-00	\$ 215.04	\$ 215.04	\$ 215.04	\$ 215.04	\$ 215.04	\$ 1,075.20
510-0052-0504-00	\$ 179.20	\$ 179.20	\$ 179.20	\$ 179.20	\$ 179.20	\$ 896.00
510-0052-0505-00	\$ 97.80	\$ 97.80	\$ 97.80	\$ 97.80	\$ 97.80	\$ 489.00
510-0052-0506-00	\$ 161.40	\$ 161.40	\$ 161.40	\$ 161.40	\$ 161.40	\$ 807.00
510-0052-0510-00	\$ 107.52	\$ 107.52	\$ 107.52	\$ 107.52	\$ 107.52	\$ 537.60
510-0052-0512-00	\$ 89.60	\$ 89.60	\$ 89.60	\$ 89.60	\$ 89.60	\$ 448.00
510-0112-0187-00	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 224.00
510-0112-0188-00	\$ 190.68	\$ 190.68	\$ 190.68	\$ 190.68	\$ 190.68	\$ 953.40
510-0112-0190-00	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 224.00
510-0112-0191-00	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 224.00
510-0112-0196-00	\$ 134.40	\$ 134.40	\$ 134.40	\$ 134.40	\$ 134.40	\$ 672.00
510-0112-0198-00	\$ 97.80	\$ 97.80	\$ 97.80	\$ 97.80	\$ 97.80	\$ 489.00
510-0112-0199-00	\$ 330.00	\$ 330.00	\$ 330.00	\$ 330.00	\$ 330.00	\$ 1,650.00
510-0112-0202-00	\$ 195.60	\$ 195.60	\$ 195.60	\$ 195.60	\$ 195.60	\$ 978.00
510-0112-0203-00	\$ 134.40	\$ 134.40	\$ 134.40	\$ 134.40	\$ 134.40	\$ 672.00
510-0112-0204-00	\$ 89.60	\$ 89.60	\$ 89.60	\$ 89.60	\$ 89.60	\$ 448.00
510-0112-0206-00	\$ 89.60	\$ 89.60	\$ 89.60	\$ 89.60	\$ 89.60	\$ 448.00
510-0112-0207-00	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 44.80	\$ 224.00
510-0052-0116-00	\$ 195.60	\$ 195.60	\$ 195.60	\$ 195.60	\$ 195.60	\$ 978.00
510-0052-0120-00	\$ 134.40	\$ 134.40	\$ 134.40	\$ 134.40	\$ 134.40	\$ 672.00
510-0052-0128-00	\$ 195.60	\$ 195.60	\$ 195.60	\$ 195.60	\$ 195.60	\$ 978.00
510-0052-0132-00	\$ 249.36	\$ 249.36	\$ 249.36	\$ 249.36	\$ 249.36	\$ 1,246.80
510-0052-0134-00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 53.00	\$ 265.00
510-0052-0135-00	\$ 150.80	\$ 150.80	\$ 150.80	\$ 150.80	\$ 150.80	\$ 754.00
510-0052-0158-00	\$ 106.00	\$ 106.00	\$ 106.00	\$ 106.00	\$ 106.00	\$ 530.00
510-0052-0159-00	\$ 240.40	\$ 240.40	\$ 240.40	\$ 240.40	\$ 240.40	\$ 1,202.00
510-0052-0164-00	\$ 203.80	\$ 203.80	\$ 203.80	\$ 203.80	\$ 203.80	\$ 1,019.00
510-0052-0165-00	\$ 106.00	\$ 106.00	\$ 106.00	\$ 106.00	\$ 106.00	\$ 530.00

510-0052-0168-00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	530.00
510-0052-0170-00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	530.00
510-0052-0171-00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	530.00
510-0052-0173-00	\$	195.60	\$	195.60	\$	195.60	\$	195.60	\$	978.00
510-0052-0174-00	\$	150.80	\$	150.80	\$	150.80	\$	150.80	\$	754.00
510-0052-0175-00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	530.00
510-0052-0181-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0184-00	\$	437.52	\$	437.52	\$	437.52	\$	437.52	\$	2,187.60
510-0052-0188-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0189-00	\$	240.40	\$	240.40	\$	240.40	\$	240.40	\$	1,202.00
510-0052-0190-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0197-00	\$	330.00	\$	330.00	\$	330.00	\$	330.00	\$	1,650.00
510-0052-0198-00	\$	22.40	\$	22.40	\$	22.40	\$	22.40	\$	112.00
510-0052-0199-00	\$	67.20	\$	67.20	\$	67.20	\$	67.20	\$	336.00
510-0052-0200-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0201-00	\$	142.60	\$	142.60	\$	142.60	\$	142.60	\$	713.00
510-0052-0202-00	\$	97.80	\$	97.80	\$	97.80	\$	97.80	\$	489.00
510-0052-0203-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0204-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0206-00	\$	134.40	\$	134.40	\$	134.40	\$	134.40	\$	672.00
510-0052-0207-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0052-0208-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0052-0209-00	\$	97.80	\$	97.80	\$	97.80	\$	97.80	\$	489.00
510-0052-0210-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0211-00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	530.00
510-0052-0212-00	\$	134.40	\$	134.40	\$	134.40	\$	134.40	\$	672.00
510-0052-0213-00	\$	150.80	\$	150.80	\$	150.80	\$	150.80	\$	754.00
510-0052-0214-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0052-0227-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0052-0228-00	\$	150.80	\$	150.80	\$	150.80	\$	150.80	\$	754.00
510-0052-0230-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0052-0232-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0234-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0234-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0236-00	\$	179.20	\$	179.20	\$	179.20	\$	179.20	\$	896.00
510-0052-0236-00	\$	179.20	\$	179.20	\$	179.20	\$	179.20	\$	896.00
510-0052-0240-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0241-00	\$	22.40	\$	22.40	\$	22.40	\$	22.40	\$	112.00
510-0052-0242-00	\$	138.88	\$	138.88	\$	138.88	\$	138.88	\$	694.40
510-0052-0243-00	\$	231.44	\$	231.44	\$	231.44	\$	231.44	\$	1,157.20
510-0052-0244-00	\$	53.00	\$	53.00	\$	53.00	\$	53.00	\$	265.00
510-0052-0245-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0246-00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	530.00
510-0052-0248-00	\$	150.80	\$	150.80	\$	150.80	\$	150.80	\$	754.00
510-0052-0249-00	\$	240.40	\$	240.40	\$	240.40	\$	240.40	\$	1,202.00
510-0052-0263-00	\$	53.00	\$	53.00	\$	53.00	\$	53.00	\$	265.00
510-0052-0264-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00

510-0052-0429-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0442-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0052-0443-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0451-00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	530.00
510-0052-0452-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0052-0453-00	\$	62.72	\$	62.72	\$	62.72	\$	62.72	\$	62.72	\$	313.60
510-0052-0455-00	\$	80.64	\$	80.64	\$	80.64	\$	80.64	\$	80.64	\$	403.20
510-0052-0456-00	\$	330.00	\$	330.00	\$	330.00	\$	330.00	\$	330.00	\$	1,650.00
510-0052-0463-00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	530.00
510-0052-0464-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0052-0467-00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	530.00
510-0052-0469-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0473-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0052-0477-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0052-0478-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0052-0479-00	\$	161.40	\$	161.40	\$	161.40	\$	161.40	\$	161.40	\$	807.00
510-0052-0480-00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	530.00
510-0052-0481-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0484-00	\$	112.00	\$	112.00	\$	112.00	\$	112.00	\$	112.00	\$	560.00
510-0052-0485-00	\$	262.80	\$	262.80	\$	262.80	\$	262.80	\$	262.80	\$	1,314.00
510-0052-0486-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0052-0487-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0052-0490-00	\$	53.00	\$	53.00	\$	53.00	\$	53.00	\$	53.00	\$	265.00
510-0052-0491-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0493-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0494-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0495-00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	106.00	\$	530.00
510-0052-0496-00	\$	134.40	\$	134.40	\$	134.40	\$	134.40	\$	134.40	\$	672.00
510-0052-0497-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0498-00	\$	134.40	\$	134.40	\$	134.40	\$	134.40	\$	134.40	\$	672.00
510-0052-0499-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0500-00	\$	53.00	\$	53.00	\$	53.00	\$	53.00	\$	53.00	\$	265.00
510-0052-0502-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0503-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0052-0532-00	\$	190.80	\$	190.80	\$	190.80	\$	190.80	\$	190.80	\$	954.00
510-0112-0136-00	\$	159.00	\$	159.00	\$	159.00	\$	159.00	\$	159.00	\$	795.00
510-0112-0136-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0112-0208-90	\$	143.36	\$	143.36	\$	143.36	\$	143.36	\$	143.36	\$	716.80
510-0073-0077-00	\$	125.44	\$	125.44	\$	125.44	\$	125.44	\$	125.44	\$	627.20
510-0073-0064-00	\$	312.96	\$	312.96	\$	312.96	\$	312.96	\$	312.96	\$	1,564.80
510-0074-0334-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0074-0335-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0072-0285-00	\$	134.40	\$	134.40	\$	134.40	\$	134.40	\$	134.40	\$	672.00
510-0072-0273-00	\$	142.60	\$	142.60	\$	142.60	\$	142.60	\$	142.60	\$	713.00
510-0072-0284-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0074-0368-00	\$	35.84	\$	35.84	\$	35.84	\$	35.84	\$	35.84	\$	179.20
510-0071-0357-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00

510-0071-0358-00	\$	53.00	\$	53.00	\$	53.00	\$	53.00	\$	53.00	\$	265.00
510-0071-0359-00	\$	180.20	\$	180.20	\$	180.20	\$	180.20	\$	180.20	\$	901.00
510-0071-0359-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0071-0354-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0071-0360-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0071-0361-00	\$	134.40	\$	134.40	\$	134.40	\$	134.40	\$	134.40	\$	672.00
510-0071-0362-00	\$	150.80	\$	150.80	\$	150.80	\$	150.80	\$	150.80	\$	754.00
510-0071-0364-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0071-0346-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0071-0345-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0071-0367-00	\$	103.48	\$	103.48	\$	103.48	\$	103.48	\$	103.48	\$	517.40
510-0071-0344-00	\$	142.60	\$	142.60	\$	142.60	\$	142.60	\$	142.60	\$	713.00
510-0071-0338-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0071-0340-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0071-0341-00	\$	71.68	\$	71.68	\$	71.68	\$	71.68	\$	71.68	\$	358.40
510-0071-0336-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0071-0342-00	\$	161.28	\$	161.28	\$	161.28	\$	161.28	\$	161.28	\$	806.40
510-0071-0335-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0073-0069-00	\$	127.20	\$	127.20	\$	127.20	\$	127.20	\$	127.20	\$	636.00
510-0073-0068-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0074-0207-00	\$	53.00	\$	53.00	\$	53.00	\$	53.00	\$	53.00	\$	265.00
510-0073-0067-00	\$	152.44	\$	152.44	\$	152.44	\$	152.44	\$	152.44	\$	762.20
510-0074-0340-00	\$	67.20	\$	67.20	\$	67.20	\$	67.20	\$	67.20	\$	336.00
510-0073-0066-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0073-0072-00	\$	35.84	\$	35.84	\$	35.84	\$	35.84	\$	35.84	\$	179.20
510-0074-0339-00	\$	180.96	\$	180.96	\$	180.96	\$	180.96	\$	180.96	\$	904.80
510-0074-0329-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0074-0338-00	\$	35.84	\$	35.84	\$	35.84	\$	35.84	\$	35.84	\$	179.20
510-0074-0406-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0074-0406-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0074-0373-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0074-0330-00	\$	160.90	\$	160.90	\$	160.90	\$	160.90	\$	160.90	\$	804.50
510-0074-0370-00	\$	35.84	\$	35.84	\$	35.84	\$	35.84	\$	35.84	\$	179.20
510-0073-0074-00	\$	125.44	\$	125.44	\$	125.44	\$	125.44	\$	125.44	\$	627.20
510-0074-0331-00	\$	53.00	\$	53.00	\$	53.00	\$	53.00	\$	53.00	\$	265.00
510-0074-0374-00	\$	120.64	\$	120.64	\$	120.64	\$	120.64	\$	120.64	\$	603.20
510-0074-0336-00	\$	147.84	\$	147.84	\$	147.84	\$	147.84	\$	147.84	\$	739.20
510-0074-0332-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0073-0075-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0074-0333-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0072-0283-00	\$	129.60	\$	129.60	\$	129.60	\$	129.60	\$	129.60	\$	648.00
510-0072-0283-00	\$	179.20	\$	179.20	\$	179.20	\$	179.20	\$	179.20	\$	896.00
510-0072-0242-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0072-0270-00	\$	98.56	\$	98.56	\$	98.56	\$	98.56	\$	98.56	\$	492.80
510-0073-0076-00	\$	63.60	\$	63.60	\$	63.60	\$	63.60	\$	63.60	\$	318.00
510-0071-0441-00	\$	143.36	\$	143.36	\$	143.36	\$	143.36	\$	143.36	\$	716.80
510-0072-0269-00	\$	127.20	\$	127.20	\$	127.20	\$	127.20	\$	127.20	\$	636.00

510-0072-0275-00	\$	42.40	\$	42.40	\$	42.40	\$	42.40	\$	42.40	\$	212.00
510-0042-0244-00	\$	224.00	\$	224.00	\$	224.00	\$	224.00	\$	224.00	\$	1,120.00
510-0072-0268-00	\$	67.20	\$	67.20	\$	67.20	\$	67.20	\$	67.20	\$	336.00
510-0072-0245-00	\$	179.20	\$	179.20	\$	179.20	\$	179.20	\$	179.20	\$	896.00
510-0072-0276-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0071-0443-00	\$	35.84	\$	35.84	\$	35.84	\$	35.84	\$	35.84	\$	179.20
510-0072-0267-00	\$	128.40	\$	128.40	\$	128.40	\$	128.40	\$	128.40	\$	642.00
510-0071-0460-00	\$	35.84	\$	35.84	\$	35.84	\$	35.84	\$	35.84	\$	179.20
510-0072-0246-00	\$	98.56	\$	98.56	\$	98.56	\$	98.56	\$	98.56	\$	492.80
510-0072-0344-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0071-0444-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0072-0247-00	\$	107.52	\$	107.52	\$	107.52	\$	107.52	\$	107.52	\$	537.60
510-0071-0445-00	\$	71.68	\$	71.68	\$	71.68	\$	71.68	\$	71.68	\$	358.40
510-0071-0458-00	\$	53.00	\$	53.00	\$	53.00	\$	53.00	\$	53.00	\$	265.00
510-0072-0265-00	\$	134.40	\$	134.40	\$	134.40	\$	134.40	\$	134.40	\$	672.00
510-0071-0446-00	\$	53.76	\$	53.76	\$	53.76	\$	53.76	\$	53.76	\$	268.80
510-0071-0447-00	\$	71.68	\$	71.68	\$	71.68	\$	71.68	\$	71.68	\$	358.40
510-0072-0251-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0072-0264-00	\$	232.20	\$	232.20	\$	232.20	\$	232.20	\$	232.20	\$	1,161.00
510-0072-0342-00	\$	31.36	\$	31.36	\$	31.36	\$	31.36	\$	31.36	\$	156.80
510-0071-0455-00	\$	143.36	\$	143.36	\$	143.36	\$	143.36	\$	143.36	\$	716.80
510-0071-0448-00	\$	188.16	\$	188.16	\$	188.16	\$	188.16	\$	188.16	\$	940.80
510-0072-0263-00	\$	134.40	\$	134.40	\$	134.40	\$	134.40	\$	134.40	\$	672.00
510-0071-0468-00	\$	71.68	\$	71.68	\$	71.68	\$	71.68	\$	71.68	\$	358.40
510-0072-0337-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0072-0254-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00
510-0072-0262-00	\$	142.60	\$	142.60	\$	142.60	\$	142.60	\$	142.60	\$	713.00
510-0071-0454-00	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	89.60	\$	448.00
510-0071-0450-00	\$	26.88	\$	26.88	\$	26.88	\$	26.88	\$	26.88	\$	134.40
510-0072-0257-00	\$	62.72	\$	62.72	\$	62.72	\$	62.72	\$	62.72	\$	313.60
510-0072-0258-00	\$	97.80	\$	97.80	\$	97.80	\$	97.80	\$	97.80	\$	489.00
510-0072-0259-00	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	44.80	\$	224.00

218 Parcels

\$ 115,505.80

PLANNING & ZONING

Department: Planning & Zoning

Department
Director: Michael Ionna, Director - Planning and Zoning

Motion to Authorize the Township Administrator to Execute an Agreement with Muni-Reg for the Administration of the Township's Vacant Licensing Programs

Recommend ADOPTION of the Motion.

Rationale:

See attached memorandum files.



Local Gov Consultants, LLC
2391 Forest Oaks Drive
Beavercreek, OH 45431
937-545-5565

Pete Bales, IMCA-CM, CPRP
Principal Consultant

MEMO TO: Michael Ionna, Director of Planning, Zoning Administration & Code Enforcement

FROM: Pete Bales, Principal Consultant on behalf of MuniReg

SUBJECT: Benefits of MuniReg for VPRR Administration

DATE: September 21, 2020

Issue

Colerain Township has two distinct resolutions to combat vacancies (Vacant Building Maintenance License Resolution and a Vacant Foreclosed Property Registration Resolution). The challenge exists with the administration of the resolutions to gain compliance from all affected property owners. This is time consuming and frustrating because code enforcement officials are being tasked with extensive research regarding identifying current ownership and respective contact information, instead of spending valuable time on code enforcement activities throughout the Township.

What does MuniReg do for you?

MuniReg relieves this burden from the code enforcement team by handling all the administrative tasks associated with registering properties and linking the “decision makers” to each vacant property. Essentially, MuniReg will free up existing staff to utilize their training more appropriately and effectively. Staff can focus their time on enforcement, physical inspections, etc. This is a critical benefit for communities that already have a program in place.

The MuniReg communication platform facilitates direct communication with property managers, owners, lending institutions and your team. Because the MuniReg platform is web-based, access to the information is available to anyone the Township deems necessary including police and fire departments.

Finally, MuniReg employs a team of dedicated professionals, assigned to your community guaranteeing fast results on your behalf.

The bottom line is that a partnership with MuniReg will save you time, money and make your organization more effective and efficient when dealing with vacant property issues.

How MuniReg gets results:

MuniReg was founded by Michael Halpern. Michael spent 17 years at Safeguard Properties, the nation’s largest mortgage field service company, that maintains (zombie) properties for banks and mortgage companies. The last eight of those years, principal was the Director of Community Initiatives and presented at numerous regional, state and national municipal conferences on the subjects of “zombie foreclosures”, the mortgage servicing process and how it pertains to vacant and abandoned properties,

and vacant property registration legislation. He is national expert in vacant and abandoned properties and vacant property registration programs.

Utilizing Halpern's expertise, MuniReg will review your current resolutions and ensure all language is reflective of national best practices and engage a proactive solution tailored to Colerain Township's best interests.

After an agreement has been enacted, MuniReg staff researches, identifies, and tracks properties, and contacts responsible parties to ensure registration compliance. Colerain Township will receive its share of the registration fee and information on responsible parties through an easy-to-use cloud-based website interface. MuniReg is only compensated by the collection of registrations (\$100 per registration**), therefore, it is to everyone's advantage to gain as much compliance as possible through this program.

** For the Township to retain the amount of the current registration fees, fees would need to be increased by \$100 per registration.

Furthermore, MuniReg will follow up on your behalf regarding all issues and concerns with vacant properties to gain registration compliance. As an added benefit, MuniReg will proactively engage community members and staff to assist in identifying candidates for registration thereby educating them on the municipality's efforts to address blight.

Outcome for Colerain Township:

The primary outcome of working with MuniReg will be the acquisition of better data on the extent and nature of vacant and foreclosed properties within the Township, fully maximizing the benefits of the program and achieving the original objectives to reduce the harm they pose to surrounding properties and their neighborhoods.



Michael S Halpern founded MuniReg LLC out of his passion to serve communities regarding the challenges surrounding vacant and abandoned properties, “zombie foreclosures”, and blight. As the Founder and President of MuniReg LLC Michael applies his extensive experience in various aspects pertaining to vacant and abandoned properties to open the dialogue among various parties, and aid in solutions to reduce blight while protecting community needs.

Prior to founding MuniReg, Michael spent 17 years at Safeguard Properties, the nation's largest mortgage field services company working on behalf of mortgage servicers (banks). For much of his tenure at Safeguard Properties, he served as their Director of Community Initiatives, spearheading the educational outreach to municipal and State governments. In this role, his primary objectives were providing insight into the mortgage servicing sector and educating parties on ways to share resources to assist municipal officials in navigating and achieving positive results with “zombie foreclosures”.

In January 2019, MuniReg was founded to assist and partner with local governments for the implementation and administration of vacant property registration ordinances (VPRO). VPROs are the most widely utilized tool in the fight against blight and many communities struggle with the administrative functions and lack internal resources to execute consistently. Often, ordinance language, drafted without assistance and without knowledge of potential negative ramifications and consequences, can place the municipal entity in unnecessary risk. MuniReg addresses these issues and its users can increase efficiency, productivity and collection rates.

Michael is a current and active member of the Erie County (NY) Zombie Foreclosure Task Force.

Michael has been honored as a speaker at numerous regional, state and national conferences, including:

- American Association of Code Enforcement
- National Housing Conference
- National League of Cities
- Center for Community Progress
- International Code Council
- Local Government Academy

- Federal Reserve Bank of Cleveland (Problem Properties Series Webinar)
- Housing Alliance of Pennsylvania
- Ohio Community Development Corporation
- State Code/Building Official Associations in AL, AZ, CA, CT, CO, FL, ID, IL, KS, KY, MI, OH, OK, MS, NY, TN, TX, UT, WA & WY

Published Articles

- American City & County: (Sep. 2020) [Better local government data security can prevent property fraud](#)
- American City & County: (Mar. 2020) [Post-COVID-19 property maintenance responsibility](#)
- American City & County: (Feb. 2020) [Municipal leaders should improve property registries to combat property blight](#)
- Servicing Management: [Beyond Property Preservation: Proactively Tracking Legislation](#)
- Housing Wire: [Community Outreach; Proposing a New Approach to Code Enforcement, City Outreach](#)
- National Mortgage News: [Benefits of Accelerating the Foreclosure Process for Vacant Homes](#)
- DS NEWS: [Safeguard Properties Receives Partnership Award from Code Enforcement Agency](#)

Letters of Recommendation (2)

December 30, 2019

To Whom It May Concern,

As an industry leader in the registration of vacant, abandoned and/or foreclosed properties we have registered tens of thousands of properties with hundreds of independent municipalities. We have experienced hurdles and challenges with some of these programs that affect the ability to comply in a timely fashion. Additionally, due to specific nuances inherent to these properties, we occasionally encounter concerning language and/or requirements that increase liability for all parties.

These concerns exist in instances where a municipality implements and administers a program directly, but also where third-party assistance is utilized.

I have known Michael Halpern for many years. Michael, while at Safeguard Properties spent many years working to assist local governments in identifying and communicating with banks and mortgage companies, the basis of registration ordinances.

Michael has vast experience and broad knowledge in the larger mortgage servicing arena and, of course, registration ordinances.

Michael understands that the municipality's primary objective is compliance, and that by enabling parties like Bron to easily register, it is a "win-win" for all parties.

I highly recommend Michael Halpern and his company MuniReg. Any municipality will benefit immensely by collaborating with MuniReg for the administration of their registry.

Kevin Hamilton
President, BRON Inc.
kevin.hamilton@broninc.com

Alan Mallach, FAICP
PO Box 623
Roosevelt NJ

Office 609.448.5614
Cell 609.306.0308
amallach@comcast.net

January 8, 2020

To whom it may concern:

As a senior fellow with the Center for Community Progress and author of *Bringing Buildings Back*, I have been engaged with issues of problem and vacant properties for over twenty years. I have known Michael Halpern for most of that time, first when he was employed at Safeguard Properties and more recently since his establishment of his own firm, MuniReg.

I have the highest regard for Michael and his work. He is a thoughtful person, extremely knowledgeable about the many different issues associated with problem properties. He has a broad understanding of the complex issues of public regulation of vacant and problem properties and the dynamics of establishing effective strategies on the ground. His services can be of great value to local governments as well as others trying to deal with their challenges in this area.

Sincerely,



Alan Mallach

SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this “Agreement”) is made as of the 9th day of March 2021(the “Effective Date”), by and between Colerain Township an Ohio Township (the “Client”), and MUNIREG LLC, an Ohio limited liability company (“MuniReg”).

RECITALS

- A. Client is an Ohio Township
- B. Vacant and/or abandoned properties located within the Client’s jurisdiction, including those that are in the foreclosure process (each, a “Property,” and collectively, the “Properties”), increasingly are in violation of the Client’s laws, regulations, codes, and ordinances (collectively, the “Codes”), pertaining to the care of lawns and exterior maintenance;
- C. These Properties are significant health and welfare issues, and are a significant contributing factor to neighborhood blight within the Client’s jurisdiction;
- D. To address these issues related to the maintenance of vacant and/or abandoned properties; Resolution number 62-13 titled “Vacant Building Maintenance License Resolution” (“Resolution A”) was adopted by the Client on the on the 11th day of June 2013;and Resolution number 61-13 titled “Vacant Foreclosed Property Registration Resolution” (“Resolution B”) was adopted by the Client on the 11th day of June 2013; Collectively, the (“Resolutions”)
- E. Pursuant to the authority granted under the Resolutions, the Client desires to enter into this Agreement with MuniReg in order to provide services authorized pursuant to the Resolutions (as further described below, the “Services”), to register vacant and/or abandoned properties (each, a “Registration”), thereby allowing the Client to efficiently and proactively enforce compliance with the Codes; and
- F. As part of the Services, MuniReg will provide a no-cost electronic Registration process for the Client with respect to the Properties, and will collect on behalf of Client any registration fees associated with such registrations (the “Registration Fees”).

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Engagement and Services. During the Term of this Agreement, MuniReg will provide certain services with respect to Registration of the Properties, as listed on the attached **Exhibit A** (the “Services”). MuniReg agrees to cause the Services to be provided by it hereunder in a timely, professional, and workmanlike manner. In performing under this Agreement, MuniReg will comply with the Resolutions, the Codes, and all other laws, rules, regulations, and regulatory and health and safety guidelines that may be applicable to the MuniReg, the Services, and the Properties. MuniReg further represents to the Client and agrees that neither its entering into this Agreement, nor its carrying out of the provisions hereof, will violate any agreement, oral or

written, to which it is a party or by which it is bound. The Client acknowledges and agrees that MuniReg may staff the Services as it sees fit. MuniReg has the right to subcontract the performance of any and Services, in whole or in part, under this Agreement, provided such subcontracting shall not relieve MuniReg of its obligations hereunder.

2. Term and Termination.

(a) Term. The term of this Agreement shall begin on the Effective Date. This Agreement shall remain in effect through 12/31/2021 (the “Term”), unless terminated pursuant to the terms of this Section 2.

(b) Termination. Either party may terminate this Agreement, effective immediately upon written notice to the other party, upon a material breach of this Agreement by the other party. Further, to the extent permitted by law, Client may terminate this Agreement, effective immediately upon written notice to MuniReg, in the event of: (i) an assignment for the benefit of creditors by MuniReg or the voluntary appointment (at the request of MuniReg or with the consent of MuniReg) of a receiver, custodian, liquidator or trust in bankruptcy of MuniReg’s property or the filing by MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors; (ii) the filing against MuniReg of a petition in bankruptcy or other similar proceeding under any law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator or trustee in bankruptcy of MuniReg’s property, where such petition or appointment is not vacated or discharged within sixty (60) days after the filing or making thereof; (iii) MuniReg liquidates, dissolves, or otherwise ceases business operations, or; (4) This Agreement may also be terminated by either party with or without cause, immediately upon thirty (30) calendar day’s prior written notice to the opposing party. Finally, this Agreement will automatically terminate in the event that MuniReg’s authority to perform the Services under the Resolutions is withdrawn or is adversely modified in any material respect.

(c) Effect of Termination. Upon termination or expiration of this Agreement, MuniReg will cease all services, and all further licenses and rights of the parties will cease, except that MuniReg will be entitled to any compensation or other amounts earned with respect to Services provided through the effective date of termination. Further, and notwithstanding any termination or expiration of this Agreement, the provisions of Sections 3 (to the extent payments remain due), 4, 5, 6, 7, 8, 9, and 10 shall survive such termination or expiration and remain in effect, as well as any provision that ought reasonably be construed to survive such termination or expiration. Upon any termination or expiration of this Agreement: (a) each party shall promptly (and in no case more than 10 calendar days) return to the other or destroy all data, materials, and other property of MuniReg then held by it (and all copies thereof provided that MuniReg may keep a copy for ____ months after termination); and (b) MuniReg shall promptly (and in no case more than 10 calendar days) remit to the Client any Registration Fees owed to the Client under the terms of **Exhibit A** (less any fees or other amounts payable to MuniReg under the terms of **Exhibit A**). In addition, for a period of six (6) months following the termination or expiration of this Agreement, MuniReg shall respond to the reasonable inquiries of any successor company providing Services to the Client, and allow any successor companies to receive information in digital or hard copy format (in whichever format MuniReg so chooses) relating to matters of continuing significance regarding the Services.

3. Compensation.

(a) Payment for Services; Expenses. Client will compensate MuniReg for the Services in the amounts agreed upon and set forth in **Exhibit A**. Except as explicitly provided on the attached **Exhibit A**, the Services will be provided by MuniReg at its sole cost and expense.

4. Independent Contractor Status. MuniReg shall at all times be a consultant and independent contractor when acting and providing Services under this Agreement. No provision of this Agreement shall be interpreted to conflict with the intent of the parties that each party's legal status with respect to this Agreement and the Services being provided hereunder shall at all times be that of an independent contractor, and not as employer, employee, partner, or joint venturer of the other party. MuniReg shall have no right to enter into any contracts or commitments in the name of, or on behalf of, Client, or to bind Client in any respect. In connection with any payments made to MuniReg hereunder, Client will not: (i) withhold or pay any FICA or other federal, state or local income taxes or other taxes; or (ii) comply with or contribute to state worker's compensation, unemployment or other funds or programs. MuniReg will not have the right to participate in any employee benefit or insurance plan or any other plan or other fringe benefit which is maintained, established or provided by Client for its employees.

5. Warranties and Indemnification.

(a) MuniReg Warranties. MuniReg warrants that: (i) the Services shall be provided by staff possessing the required skills and experience and that the Services shall be performed in a professional and workmanlike manner; (b) in providing the Services and otherwise performing under this Agreement, MuniReg shall observe and comply with the Codes, the Resolutions, all other applicable laws, regulations, codes, and ordinances; and (c) in providing the Services and otherwise performing under this Agreement, MuniReg shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin. THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES MUNIREG HAS GIVEN TO CLIENT WITH RESPECT TO THE SERVICES. SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NON-INFRINGEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL SERVICES ARE BEING PROVIDED TO CLIENT ON AN "AS IS" BASIS.

(b) Indemnification. MuniReg will defend, indemnify and hold the Client and its officers, directors, trustees, elected and appointed officials, managers, principals, agents, and affiliates, and their respective successors and assigns, harmless from any losses, claims, lawsuits, proceedings, amounts, costs, expenses, or other damages (including without limitation reasonable attorneys' fees) (collectively, "Damages"), arising from or relating to: (i) MuniReg's breach of any term, condition, representation, warranty, or covenant hereunder; (ii) all suits, actions, or proceedings in which Client is made defendant for actual or alleged infringement or any U.S. or foreign patents, trademarks or copyrights or for actual or alleged violation of the unfair competition laws or any claim arising thereunder resulting from the use or sale of the Services, either alone or

in combination with other materials, or (iii) any material defect or non-conformity in the Services delivered or furnished hereunder. The Client will defend, indemnify and hold MuniReg and its officers, managers, principals, agents, and affiliates, and their respective successors and assigns, harmless from any Damages arising from or relating to the gross negligence, willful misconduct, or willful and material misrepresentation of the Client or any of its employees, agents, personnel or representatives; provided, that the total aggregate liability of the Client to provide an indemnification under this Section 5(b) shall in all cases be subject to a total aggregate limit not to exceed \$50,000. The foregoing indemnity is contingent upon the indemnifying party receiving prompt written notification by the party seeking indemnification of such claim. The indemnifying party shall have sole control of the defense with respect to any such claim (including settlement of such claim), unless it agrees otherwise. Client will indemnify MuniReg for any damages incurred by MuniReg related to any challenge to the constitutionality of Resolution A or Resolution B, or for a material breach of its obligation under this Agreement up to a maximum of \$50,000.

(c) Client Obligations.

- i. In accessing or utilizing the Services, the Client agrees to abide (and to cause its employees, agents, and other representatives and personnel to abide) by the Resolutions, the Codes, and all other applicable local, state, and national laws, treaties, regulations, codes, and ordinances.
- ii. Prior to commencement of the Services, Client will provide a digital file, in a format agreeable to MuniReg (in the case where the Client has an existing registration program for which existing registration data is available), containing addresses and existing registration data for all of the Properties subject to the Resolutions, as well as a digital file, in a format agreeable to MuniReg of every parcel in the Client's jurisdiction, along with any other available data that is advisable or necessary for MuniReg to provide the Services and that is agreed upon by the parties prior to commencement of the Services.

(d) Limitation of Damages. Notwithstanding Section 5(b) or any other term or provision contained herein to the contrary, the liability of MuniReg and/or its principals, agents, and affiliates to Client and its officers, directors, trustees, elected and appointed officials, managers, principals, agents, and affiliates, and their respective successors and assigns, shall in all cases be limited to the fees actually received by MuniReg for Services performed hereunder, as calculated for the twelve (12) month period immediately preceding the date of the event which gave rise to the claim for liability under this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF THE PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. Any claim by Client arising from, or relating to, this Agreement or the Services must be brought within one (1) year from the date such claim arose. The foregoing limitation shall not apply in the case of claims or other

Damages arising from: (i) a party's gross negligence, willful misconduct, or intentional breach; or (ii) a party's breach of Section 6 (Intellectual Property), Section 7 (Confidentiality), or Section 9 (Non-Solicitation). In all cases, the Client's indemnification obligations hereunder will be subject to the limitations set forth in Section 5(b) above.

6. Intellectual Property

(a) Generally. Title to and ownership of the software, system, algorithms, know-how, trade secrets, and/or technology used by MuniReg to provide the Services contemplated hereunder, and all related intellectual property rights, rights to patents, copyrights, trademarks and trade secrets, and rights to any and all ideas, designs, concepts, techniques, discoveries, inventions, enhancements, improvements, products, computer programs, procedures, specifications, data, memoranda, and other materials, whether or not patentable, related to the foregoing (collectively, the "Intellectual Property Rights") shall remain with and shall be the property of MuniReg and/or the owner of third party content or software which is incorporated into or provided with the Intellectual Property Rights, as the case may be. Nothing herein shall be construed as a transfer, assignment, or license of any intellectual property rights of MuniReg, or any or its principals or affiliates, to Client, or any its principals, agents, employees, representatives, or affiliates (including by estoppel), except as specifically provided in Section 6(b) below. For clarification, Intellectual Property Rights belonging to MuniReg will include any suggestions, ideas, enhancement requests, feedback, recommendations or other information that the Client or its principals, agents, affiliates, employees, representatives, or affiliates may provide relating to the features, functionality or operation of the Services.

(b) License to Client. Notwithstanding Section 6(a), but subject in all cases to Client's payment of all fees or other amounts owed to MuniReg hereunder, MuniReg hereby grants to Client a perpetual, royalty-free, non-exclusive, transferable, right and license to access and use the Intellectual Property Rights of MuniReg, solely to the extent necessary for Client to access and use the Services in the manner contemplated hereunder.

7. Confidentiality

(a) Generally. Subject to Freedom of Information Act request, during the Term of this Agreement and beyond, each party (for purposes of this Section 7, the "Receiving Party") will maintain in strict confidence and will not, directly or indirectly, divulge, transmit, publish, release, or otherwise use or cause to be used in any manner to compete with or contrary to the interests of the other party (for purposes of this Section 7, the "Disclosing Party"), any confidential information relating to such Disclosing Party's business, trade secrets, information, data, know-how or knowledge, financial information, sales and distribution information, price lists, the identity and lists of actual and potential customers, technical information, information or knowledge relating to customers, products, suppliers, sources of supply, business methods and techniques, market development programs, revenues, costs, management practices, contracts, documents, designs, computer programs, software designs, processes, plans or employees, and other information of like nature (collectively, the "Confidential Information"). Each party, as Receiving Party, acknowledges that all Confidential Information regarding the Disclosing Party that has been compiled or obtained by, or furnished to such Receiving Party, in connection with or under this Agreement, is and shall remain the exclusive property of the Disclosing Party.

(b) Exceptions. Notwithstanding the foregoing, the following shall not be considered Confidential Information subject to the provisions hereof: (i) any information that is publicly available; (ii) information disclosed to the Receiving Party by a third party not known by such Receiving Party to be in breach of any agreement with the Disclosing Party; and (iii) information that is independently derived by the Receiving Party or others from sources not bound by an obligation of confidentiality to the Disclosing Party. The parties acknowledge, understand, and agree that Confidential Information may also be released or disclosed in response to FOIA or public records requests, including as further described below.

(c) Use and Disclosure Restrictions. Each party, as a Receiving Party, shall: (i) refrain from using Confidential Information of the Disclosing Party, except in furtherance of such Receiving Party's performance under the terms and conditions of this Agreement; (ii) use the same level of care, but in any event will not use less than commercially reasonable care, to prevent disclosure of the Confidential Information of the Disclosing Party that it uses with its own information of similar sensitivity and importance; (iii) not to disclose Confidential Information of the Disclosing Party to others (except to its employees, agents or consultants who have a need to know same in connection with the Receiving Party's performance under this Agreement, and who are bound by an obligation of confidentiality no less strict than the obligations set forth in this Section 7) without the express prior written permission of the Disclosing Party (which may be withheld by the Disclosing Party in its sole discretion); provided that the Receiving Party shall be liable and responsible for any breach of this Agreement by such individuals; (iv) mark any duplication or reproduction, in whole or in part, of the Confidential Information of the Disclosing Party with a notice stating that same is the Confidential Information; and (v) not use any Confidential Information of the Disclosing Party to reverse engineer or design around the Disclosing Party's services, products, or technology.

(d) Compelled Disclosure. Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information of the Disclosing Party: (i) pursuant to the requirement of a court, administrative agency, or other governmental body, provided that, prior to such required disclosure, such Receiving Party shall give the Disclosing Party reasonable advance notice of any such disclosure and shall cooperate with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information; (ii) on a confidential basis to legal, tax, financial or other professional advisors; or (iii) in response to FOIA or public records requests, including as further described below. Notwithstanding anything herein, a Receiving Party shall not allow any individual who is an employee or agent of a direct competitor of the Disclosing Party to have access to any Confidential Information of the Disclosing Party.

(e) Client Information. All information collected by MuniReg from registering parties in connection with the Registration of a Property pursuant to this Agreement (the "Client Information") shall, as between the parties, be the property of the Client, and shall be provided by MuniReg to Client upon request. The Client acknowledges, understands, and agrees that MuniReg has a right to keep, maintain, and use the Client Data for the purposes contemplated hereunder. MuniReg shall also be permitted to retain copies of Client Information, including reproducible copies, of drawings and specifications, for information, reference, and internal use in connection

with MuniReg's endeavors. The parties acknowledge, understand, and agree that Client Information may be subject to Freedom of Information Act (“FOIA”) or public records requests, as required by law. To the extent permitted under applicable law, all FOIA or public records requests received by MuniReg with respect to the Client Information will be responded to by, and at the discretion of, the Client.

(f) Audit and Inspection Rights. MuniReg shall preserve and make available, for examination and audit by the Client, all Client Information, financial records, supporting documents, statistical records, and any other documents in the possession of MuniReg pertinent to this Agreement, during the Term and for a minimum period of three (3) years after expiration or termination of this Agreement (the “Retention Period”). No more often than once annually during the Retention Period, the Client shall have the right to audit and inspect the Records, solely as necessary the Client to confirm compliance with this Agreement and the accuracy of the Registration Fees and all other amounts payable hereunder. Any such audit and inspection shall be conducted during normal business hours and upon reasonable advance notice to MuniReg of at least thirty (30) days, and shall be conducted in a manner so as to not unreasonably interfere with the business and operations of MuniReg. Any such audit and inspection shall be at the Client's expense, unless such audit or inspection reveals that MuniReg has underpaid Registration Fees payable to the Client by more than \$1000 during the audited period, in which case MuniReg shall pay or reimburse the Client for the reasonable costs and expenses of the audit and inspection. Under no circumstances will the scope of any such audit or inspection cover MuniReg's underlying financial records, or to any documents or information relating to any other customer relationship of MuniReg.

8. Insurance. Throughout the term of this Agreement, MuniReg shall maintain the following policies of insurance: (a) workers' compensation insurance coverage in conformance with the statutory requirements of the jurisdiction where any Services are to be performed or where Seller's employees are located; and (b) error and omissions insurance and comprehensive liability insurance, with coverages and deductibles that are normal and customary taking into account MuniReg's business activities and the nature of the Services provided hereunder. MuniReg further covenants and agrees: (i) to keep all insurance policies in effect until after final delivery and performance of the Services or the expiration of the applicable statute of limitations for tort actions or defect claims relating to such Services, whichever is later; (ii) provide written notice to Client of at least thirty (30) days prior to any cancellation, material alteration or expiration of such policies; (iii) to name Client as an additional insured under the terms of such policies; (iv) to endorse such insurance policies to provide that such insurance shall be primary and non-contributing as respects to any and all insurance maintained by Client, and to provide that MuniReg and MuniReg's insurers agree to release and waive all rights of subrogation against Client; and (v) the terms of coverage shall be evidenced by certificates of insurance reflecting the required insurance coverages which shall be freely available to Client upon request. The insurance required by this Section 8 shall be maintained with reputable insurance companies duly licensed to conduct business in the state where the Services are being performed.

9. Restrictions. Each party agrees that, during the Term of this Agreement, and for a period of one (1) year thereafter, such party shall not, directly or indirectly (including through any employer or affiliated entity): (i) solicit, interfere with, or induce, or attempt to solicit or induce,

any employee, contractor, consultant, customer, client, or vendor of the other party or its affiliates to leave such other party or an affiliate for any reason whatsoever; or (ii) hire or engage any employee, contractor, or consultant of such other party or any affiliate; provided, however, that nothing in this Section 9 will prevent or restrict a party from hiring or engaging an employee, contractor, or consultant through a general newspaper ad or other general solicitation that is not targeted toward an particular individual or group or individuals.

10. Miscellaneous.

(a) Captions and Section Numbers. The section or paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed to be a part of the context of this Agreement.

(b) Entire Agreement. This Agreement, together with its Exhibits, contains the entire understanding between the parties hereto and supersedes any prior understandings and/or written or oral agreements between them respecting all subject matters contained within this Agreement. There are no representations, agreements, arrangements or undertakings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein or in the Exhibits attached hereto.

(c) Partial Invalidity. In the event that any provision of this Agreement may be held to be invalid the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

(d) Waiver. A waiver by a party of its rights or of the performance by any other party of any of its obligations under this Agreement shall be without prejudice to such parties other rights under this Agreement and shall not constitute a waiver of any other of such rights or of the performance by the other party of any other of its or their obligations under this Agreement.

(e) Amendments. This Agreement may be amended or altered but such amendment or alteration shall only be effective when reduced in writing and signed by authorized representatives, heirs, and/or executors, as applicable, of all of the parties hereto.

(f) Counterparts. This Agreement may be executed into any number of counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Facsimile and electronically scanned signatures shall be deemed the same as originals and shall be legally binding.

(g) Applicable Law; Venue. This Agreement and the performance of the Services or any of the obligations imposed by this Agreement will be governed by, and construed in accordance with, the laws of the state of _____, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the state of Ohio. Any legal action arising out of or relating to this Agreement, the Services, or the transactions contemplated by this Agreement will be brought in the state or Federal courts located in Hamilton County, Ohio, and each party hereto consents to the exclusive personal jurisdiction of such courts and each party agrees not to bring any action or proceeding arising out of or relating to this Agreement, the Services, or the transactions contemplated hereby in any other

courts. Each party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Each party agrees that a final judgment in any action or proceeding so brought will be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity.

(h) Notice. Any notice, offer, demand, request, consent, approval or other instrument which may or is required to be given or made under this Agreement shall be given or be made in writing and shall be served personally, or transmitted by e-mail or facsimile transmission, or mailed by prepaid registered post and shall be addressed:

To the Client:

E-mail: _____

Attention: _____

To MuniReg:

MuniReg LLC
2940 Noble Road, Suite 202
Cleveland, Heights, Ohio 44121
E-mail: mhalpern@munireg.com
Attention: Michael Halpern, President

or to such other address as any of them may from time to time advise the others by notice given in the manner provided for in this Section 10(h).

A notice delivered by regular or certified U.S. Mail will be deemed to have been delivered on the third business day after the post-mark, if affixed by the U.S. Postal Service. Any other notice will be deemed to have been received on the date and time of the signed receipt or confirmation of delivery or transmission thereof, unless that receipt or confirmation date and time is not a business day or is after 5:00 p.m. local time on a business day, in which case such notice will be deemed to have been received on the next succeeding business day.

(i) Successors and Assigns. All of the terms of this Agreement shall be binding upon the respective successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns. Except as provided in Section 1 above, MuniReg's duties to perform Services are expressly agreed to be personal and not to be assignable or transferable; *provided; however*, that MuniReg will be permitted to transfer or assign its rights and duties hereunder in connection with a sale or transfer of all or substantially all of its assets, equity securities, or business (by merger, reorganization, change of control, or otherwise).

(j) Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of (or if loss of the

Services is caused by) natural disaster, actions or decrees of governmental bodies or agencies, war, civil disturbances, terrorism or communication line failure, or other cause not the fault of the affected party (a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability has not been so affected, may, by giving written notice, terminate this Agreement, or cancel, without cancellation charge, any unfilled commitment to purchase or provide Services.

(k) Export Compliance. This Agreement is expressly made subject to any laws, regulations, orders or other restrictions on the export from the United States of America of the Services or any other technical information, software, or information about such software, which may be imposed from time to time by the government of the United States. Notwithstanding anything contained in this Agreement to the contrary, Client shall not export, re-export, use, or store, directly or indirectly, any Services at any location or in any market outside of the United States.

(l) No Exclusivity. This Agreement shall not require either of the parties to purchaser, order, or provide Services (or any similar services) to the other on an exclusive basis. This Agreement shall not limit the parties from exploring additional opportunities for MuniReg to provide additional Services, which upon agreement, will require either: (i) an independent and separate agreement; or (ii) a formal written amendment to this Agreement and the attached **Exhibit A**.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Services Agreement as of the Effective Date first above written.

“Client”

Colerain Township, Hamilton Ohio

By: _____

Print Name: _____

Its: _____

“MuniReg”

MUNIREG LLC

By: _____

— Michael Halpern, President

Exhibit A

Services

1. MuniReg will proactively identify Properties and associated parties that are required to register pursuant to the Resolutions, and instruct them regarding the compliance requirements and generally assist them in complying with the Registration requirements.
2. MuniReg will electronically provide for registration of required properties pursuant to the Resolutions.
3. MuniReg will pay for all expenses related to registration of required Properties.
4. MuniReg will electronically provide Client with access to all available information regarding the registered Properties, as related to the Services. MuniReg will collaborate with the Client to establish a process for proactive reporting of said information.
5. MuniReg will charge a Registration Fee as directed by the Client to each registrant for each Property pursuant to the Ordinance.
6. MuniReg shall retain \$100 of each collected Registration Fee and remit the balance to the Client in consideration of the Services provided. MuniReg shall forward payment of the Client's portion of the Registration Fee to the applicable Client department (as directed by the Client in writing) no later than the 15th day of the following month with respect to each month during the Term of this Agreement.
7. If there is any charge, subscription, or fee required to be paid by MuniReg for public/official record data acquisition that is necessary to the performance of the Services, MuniReg will deduct from remittance of Registration Fee the actual costs as reimbursement of said charges, subscriptions, or fees.
8. During the Term, MuniReg will provide a website for the Registration of each required property pursuant to the Resolutions in order to enable compliance. The website www.MuniReg.com will direct Registrants to the registration portal. MuniReg will meet all commercially reasonable IT security and anti-viral requirements of Client with respect to the website.
9. Pertaining to previously registered Properties, on a date, agreed upon by MuniReg, prior to the Effective Date of this Agreement, the Client will provide MuniReg with a digital file, in format agreeable to MuniReg, containing all of the information of all Properties registered with the Client under the Prior Ordinance. If the Client is unable to provide the agreed upon digital file then the Client will provide MuniReg with all property registration information, including but not limited to registration forms, to MuniReg for manual entry into the MuniReg database. If manual entry of this information is required of MuniReg the Client agrees to compensate MuniReg at the

rate of \$10.00 per Property. Any data entry compensation due to MuniReg will be withheld from future Registration Fees due the Client per paragraph 6 above.

PLANNING & ZONING

Department: Planning & Zoning

Department
Director: Michael Ionna, Director - Planning and Zoning

Resolution Imposing a One-Year Moratorium On New Establishments That Primarily Sell Or Distribute Electronic Smoking Devices And/Or Vapor Products Within Colerain Township.

Recommend ADOPTION of the Resolution.

Rationale:

There has been an increase in the number of vaping shops that have opened in Colerain Township. The proposal is to place a moratorium on any new vaping establishments as well as additions to existing vaping shops for one year. The moratorium will provide time to allow the Township and Board of Trustees to review pertinent state and federal legal codes pertaining to vaping sales establishments as well as to enact reasonable regulations as to size, number, and location of said businesses in Colerain Township. This resolution will impose a one (1) year moratorium on the issuance and processing of permits requested by establishments proposing to sell or otherwise distribute, as one of the primary purposes of that establishment, electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, and/or flavored vapor products and/or the issuance and processing of certificates for any building, structure, use or change of use that would enable the electronic smoking devices and/or vapor products related businesses and uses. Over the past year, staff has not received any inquiries related to vaping shops or vape stores.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 9th day of March, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matthew Wahlert

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

RESOLUTION NO. _____-21

**RESOLUTION IMPOSING A ONE YEAR MORATORIUM ON NEW
ESTABLISHMENTS THAT PRIMARILY SELL OR DISTRIBUTE
ELECTRONIC SMOKING DEVICES AND/OR VAPOR PRODUCTS
WITHIN COLERAIN TOWNSHIP, OHIO**

WHEREAS, in accordance with the Constitution of the State of Ohio and the pertinent provisions of the Ohio Revised Code, Colerain Township has the power to enact planning and zoning laws that are intended to protect the health, welfare, and safety of the citizens of the Township; and

WHEREAS, House Bill 346, is a Bill introduced to the 133rd Ohio General Assembly and currently referred to the legislature's Health Committee which proposes amending R.C. Section 2927.02 to prohibit the sale of flavored electronic smoking devices and flavored vapor products and to establish a committee to study the health risks associated with such products in the State of Ohio; and

WHEREAS, for the purposes of this Resolution, the definitions of "electronic smoking device," "vapor product," "alternative nicotine product," "characterizing flavor," "flavored electronic smoking device," "flavored vapor product," and "distribute" are given the same definitions as those found in House Bill 346 as introduced to the 133rd Ohio General Assembly and/or those contained in R.C. Section 2927.02; and

WHEREAS, House Bill 346, introduced to the 133rd Ohio General Assembly on September 23, 2019, proposes prohibitions on the sale or distribution of certain tobacco products, specifically electronic smoking devices and vapor products as defined in Section 2927.02 of the Ohio Revised Code; and

WHEREAS, there has been an increase in new establishments that primarily sell electronic smoking devices and vapor products as defined in Section 2927.02 of the Ohio Revised Code; and

WHEREAS, this Board of Trustees desires to review House Bill 346 in order to be understand the impact on tobacco businesses operating within Colerain Township and to further enact reasonable regulations as to size, number, and location of tobacco businesses in the Township; and

WHEREAS, Township staff will require additional time to review and make recommendations on zoning, prohibition and/or limitations of electronic smoking devices and vapor products so that any necessary regulations conform to goals of the Colerain Township and help ensure the public peace, health, safety, and welfare of its citizens; and

WHEREAS, this Board of Trustees will have more time and be able to enact reasonable regulations to accomplish the Township's goals and protect the health, safety, welfare, peace, and comfort for the citizens of Colerain Township more effectively if a moratorium is in place.

NOW, THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES, __ members elected thereto concurring:

1. The Board of Trustees hereby approves, imposes, and authorizes a one (1) year moratorium on the issuance and processing of permits requested by establishments proposing to sell or otherwise distribute, as one of the primary purposes of that establishment, electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, and/or flavored vapor products and/or the issuance and processing of certificates for any building, structure, use or change of use that would enable the electronic smoking devices and/or vapor products related businesses and uses in order so that Township staff may continue to study the new law, statutes, codes, resolutions, and the related issues and then determine whether to limit or entirely prohibit such businesses and/or sales within Colerain Township and to prepare any necessary, related regulations.

2. No certificates or permits of any kind shall be processed or issued to an applicant who intends to open, use any land or devote any floor area of a business for the purposes of distributing electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, and/or flavored vapor products for the period of time of this moratorium. No valid existing business within the Township may expand in any way for the duration of the moratorium.

3. The Board of Trustees seeks to limit the duration of the moratorium and to instruct the Township Administrator and Township staff to immediately undertake a review of the new law and related issues; Township staff will then recommend new regulations regarding the zoning, prohibition and/or limitations of the distributing of electronic smoking devices and vapor products.

4. The Board of Trustees hereby directs and orders that no permits for establishments and/or businesses who have the distribution of electronic smoking devices, vapor products, alternative nicotine products with characterizing flavor, flavored electronic smoking devices, as one of their primary purposes shall be issued or processed by Colerain Township during this one (1) year moratorium.

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

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

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

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

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

ADOPTED this 9th day of March, 2020.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker
Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 9th day of March, 2021.

Jeff Baker,
Colerain Township Fiscal Officer

PLANNING & ZONING

Department: Planning & Zoning

Department
Director: Michael Ionna, Director - Planning and Zoning

Resolution Declaring Nuisance and Ordering Abatement

Recommend ADOPTION of the Resolution.

Rationale:

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

8465 Colerain Avenue

8463 Jackies Drive

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

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the 9th day of March 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger, Matthew Wahlert

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

RESOLUTION NO. _____

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

WHEREAS Uncontrolled vegetation, garbage, refuse and/or other debris have been witnessed to exist at the property listed below:

<u>Address</u>	<u>Book-Page-Parcel No.</u>
8465 COLERAIN AVENUE	510-0090-0018-00
8463 JACKIES DRIVE	510-0061-0037-00

WHEREAS Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control or removal of any vegetation, garbage, refuse and/or debris, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills.

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

1. That this Board of Trustees specifically finds and hereby determines that the uncontrolled growth of vegetation, garbage, refuse and/or other debris on the above-referenced property constitutes a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board of Trustees directs that notice of this action be given to owner(s) of the said property and/or lienholder(s) in the manner as required by Ohio Revised Code Section 505.87; and

2. That this Board of Trustees hereby orders the owner(s) of said property to remove and abate the nuisances within seven days after notice of this order is given to the owner(s) and lienholder(s) of record. If said nuisances are not removed and abated by the said owner(s), or if no agreement for removal and abatement is reached between the Township and the owner(s) and lienholder(s) of record within seven days after notice is given, the Zoning Director shall cause the nuisances to be removed and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87; and

3. In the alternative, if said nuisances are not removed and abated by the said owner(s), or if no agreement for removal and abatement is reached between the Township and the owner(s) and lienholder(s) of record within seven days after notice is given, the Board of Trustees provides the Law Director authority to pursue any and all legal means to abate such nuisance and collect any corresponding fees and/or fines associated with such nuisance and/or its abatement.

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

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

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

ADOPTED this 9th day of March, 2021.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer
this 9th day of March, 2021.

Jeff Baker
Colerain Township Fiscal Officer

PLANNING & ZONING

Department: Planning & Zoning

Department
Director: Michael Ionna, Director - Planning and Zoning

Resolution to Approve A Sidewalk Waiver Along Kemper Road

Recommend ADOPTION of the Resolution.

Rationale:

To approve the proposed sidewalk waiver.

Kemper Road Sidewalk Waiver – 1,010 Feet Along Kemper Road



The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the 9th day of March, 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. _____-21

RESOLUTION APPROVING APPLICATION FOR SIDEWALK WAIVER

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

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

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

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

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

WHEREAS, Brad Austing on behalf of MI Homes requests a waiver of 1,010 feet of the sidewalk at issue because it would run along a portion of Kemper Road where the sidewalk at issue would be dangerous and create safety issues for the public.

NOW, THEREFORE, BE IT RESOLVED BY THE COLERAIN TOWNSHIP BOARD OF TRUSTEES, _ _____ members elected thereto concurring:

- a. Whether the proposed sidewalk would be unreasonably difficult or expensive to install because of the topography or other physical conditions at the site of the proposed installation.

- b. The degree required to which safety and public convenience would be improved if the required sidewalk were installed at the then current time, regardless of the difficulty or expense of installation.
 - c. The availability of other sidewalks across the roadway from the development for which the waiver, variance, or other relief is sought.
 - d. Whether there are other sidewalks or other pedestrian walkways in the vicinity of the proposed development to which the required sidewalk would likely connect in the foreseeable future by extension of sidewalks through the area (s) between the project site and the end of the existing sidewalk.
 - e. Any other objectives reason the Board may consider consistent with the goals and objectives set out in this resolution.
2. The Board finds that in considering that the aforementioned issues and evidence in this case that factors including, but not limited to, the reality that the placement of the sidewalk along the specific portion of the site fronting Kemper Road would create a safety issue to the public due to the posted speed of vehicular travel along Kemper Road as well as the built-form Kemper Road itself which creates visibility issues for both drivers and pedestrians. The Board also finds that the proposed pedestrian connection along Kemper Road through the Abbeytown Subdivision and Colerain Fire Station property to be sufficient as it removes pedestrian travel from a dangerous segment of Kemper Road and reconnects the pedestrian network back to Kemper Road at a safer location that provides high levels of visibility between pedestrians and vehicles.
 3. The Board pursuant to the Township's current Sidewalk Plan, the applicant shall deposit with the Township Fiscal Officer an amount of seventy-five thousand and seven hundred and fifty dollars (\$75,750.00) as calculated according to the following formula: *Deposit = total linear feet of sidewalk waived x 75.00/ft.* and that such monies shall be deposited by the Fiscal Officer into the Township's "Sidewalk Fund" to be reserved and utilized by the Township according to the Sidewalk Plan.
 4. It is hereby found and determined that all formal action of the board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberation of the Board and any of its committees that resulted in the formal action were taken in meeting open to the public, in compliance with all legal requirements including 121.22 of the Ohio Revised Code; and
 5. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.
 6. This resolution shall take effect on the earliest date permitted by law.

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

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

APPROVED this 9th day of March, 2021.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 9th day of March, 2021.

Jeff Baker
Colerain Township Fiscal Officer

Exhibit I

Plan Components, Location and Format

The components *Connect Colerain* include:

- Inventory and analysis of the existing system
- Analysis of sidewalk maintenance across the region
- Impact of system gaps
- Public input
- Prioritization of new sidewalk connections
- Recommendations for maintenance and sidewalk design
- Implementation and funding for recommendations

Connect Colerain is a digital plan. Digital plans are web based, meaning that they are housed by digital means, typically online. *Connection Colerain* will be located on the Colerain Township webpage (Colerain.org). The benefits of digital plans include the plan being accessible, innovative, interactive and visual. Connect Colerain features a number of interactive and informative features that would not be possible with a static elements that would not be possible without a digital plan format.

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Motion to Appoint Ms. Dunisha Johnson to the Colerain Township-City of Cheviot Joint Economic Development District I to fill the unexpired term of Chris Behm as the Worker Member.

Recommend ADOPTION of the Motion.

Rationale:

The Liberty Nursing Home JEDD Board is made up of five members: a worker member (Chris Behm of Liberty Nursing Home), a business member (Bruce Carpenter of Liberty Nursing Home), a township member (Trustee Wahlert), a city member (Tom Braun of Cheviot) and a Chairman (Jeff McElravy).

The previous worker member was Chris Behm. Mr. Behm is no longer able to fulfill his duties due to his retirement from service at Liberty Nursing Home. Liberty Nursing home recommended Ms. Duinsha Johnson as a suitable replacement to serve out Mr. Behm's unexpired term as the worker member.

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

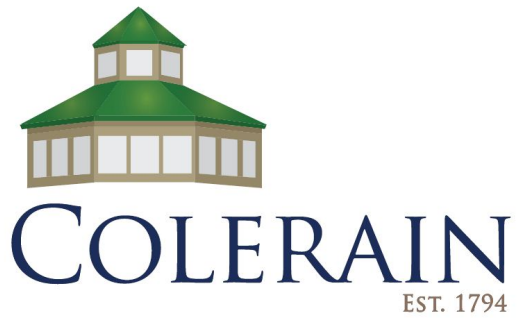
Motion Authorizing Release of Facility Master Plan Scope of Services

Recommend ADOPTION of the Motion.

Rationale:

The purpose of this project is to analyze existing properties and facilities to more efficiently and effectively address space needs and use for the next 20-30 years. This plan should consider more than just shuffling offices, but should also consider potential divestiture of properties as well as rental market opportunities, and provide a plan and procedure for executing those recommendations. Plan options must give flexibility to adapt to future needs, looking out at least 15 years. In particular, the Township is asking the consultant to provide an assessment of space needs, concept plan, cost estimating, and project phasing.

Should the Board adopt this motion, staff will then engage in conversations with various architecture and design firms to identify the firm with the best combination of skills, abilities, and price to meet the needs of this project. This project has been included in the 2021 budget.



SCOPE OF SERVICES

FACILITY MASTER PLAN
for
Colerain Township

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

GENERAL INFORMATION & PROJECT OVERVIEW

The overall goal of the project is to fully assess the existing facility configuration, space, and needs of all of the Township's departments. Colerain Township currently has five separate departments operating in 10 different buildings. The Township also has 10 parks, 4.7 acres of historical cemeteries, and 16.5 acres of vacant land. To view all of the Township owned or maintained property, please visit this website:

<https://www.arcgis.com/home/webmap/viewer.html?webmap=a30dbebc418f475aadff3fe98960cbbd>

The purpose of this project is to analyze existing properties and facilities to more efficiently and effectively address space needs and use for the next 20-30 years. This plan should consider more than just shuffling offices, but should also consider potential divestiture of properties as well as rental market opportunities, and provide a plan and procedure for executing those recommendations. Plan options must give flexibility to adapt to future needs, looking out at least 15 years. In particular, the Township is asking the consultant to provide an assessment of space needs, concept plan, cost estimating, and project phasing. It is important that the study be conducted in a transparent manner and involve staff from each department. For more information on the original concept behind this scope of services document, please refer to the Township's Capital Improvement Program found in the Township's 2021 Strategic Plan and Budget Book: <https://www.colerain.org/DocumentCenter/View/3000/2021-Strategic-Plan-and-Budget---Final> This document outlines many of the building needs, expectations, and projects that are under consideration by various departments.

Understanding that an evaluation of our facilities is critical, the Township would also like to engage in a process of evaluating existing park amenities. This portion of the overall analysis should focus on park opportunities and assets that are missing and should be included to ensure that Colerain Township parks have an appropriate balance of recreational activities and options. Community engagement and input on the needs of the parks should be included in this analysis.

GOALS

The Township has various high-level priorities and goals that they would like to be considered throughout the analysis:

- Green and other energy alternatives and design;
- Better use of existing space, including underutilized areas of parkland, parking lots, vacant lots, and other structures;
- Safety and security of vehicles;
- Upgrades of buildings to meet new code requirements;
- Continuity of operation planning for safety service expansion, consolidation, renovation, or demolition; and
- Involvement of key stakeholders and staff members in all phases of the project.

EXPECTED DELIVERABLES

DELIVERABLE #1: Prioritization Document

In order to accomplish this goal, the vendor will need to have one or more visioning sessions with staff, the elected board, and other relevant stakeholders to develop a list of goals, priorities, and other factors that will be used as a litmus test throughout the process to ensure that the final documents meet the expectations of all relevant parties. Throughout the process, staff and the vendor will continue to refer back to these priorities to help guide conversations and guide the development of actionable recommendations.

DELIVERABLE #2: Needs Assessment

This document will include:

- A review of current staffing levels in each facility and any capacity issues that need to be addressed and a projection of capacity needs for the next 10-20 years;
- A review of all current facility critical systems/components and their projected life cycle replacement target dates;
- A review of all open space that is currently undeveloped and/or underutilized (specifically vacant properties and parking lots);
- A review of existing storage capacity and use in all facilities, including anticipated future needs;
- A review of all ADA requirements and security needs;
- A listing of assets that are desired and not found in Township parks (this should include an external survey of residents);
- A listing of assets that should be considered in each park, even if they are found in other parks; and
- Other items as determined by Township staff throughout the project.

DELIVERABLE #3: Building Recommendations

This document will include:

- A high-level review of all facilities with the below categorization. The categorization will be based on the information contained in the needs assessment:
 - o Adequate for Current Use - Identify future possible alternative use including projected utilization, projected cost, and benefits;
 - o Inadequate - Possible adaptive re-use including projected utilization, projected costs, and benefits; or
 - o Alternative use - Projected costs and projected benefits.
- Each recommendation should consider and include:
 - o Creative alternatives and options for building use;
 - o Consideration of the fact that many of the existing systems in these facilities are reaching the end of their useful life and consideration of holistic solutions that encompass the replacement of some of these critical systems, that may result in greater long-term cost savings to the Township;
 - o Recommendations for installation of solar panels, green roofs, efficiency upgrades, electric vehicle charging stations, and other green replacements of building components;
 - o Concept sketch plans that illustrate re-modification recommendations or other construction;
 - o Cost estimates for projects; and

- Other items as determined by Township staff throughout the project.

DELIVERABLE #4: Park Recommendations

This document will include:

- Recommendations on where to place new park components;
- The cost of any park modifications, upgrades, or other items;
- Recommendations on the need for new parks or the divestiture of current parks; and
- Other items as determined by Township staff throughout the project.

DELIVERABLE #5: Vacant Property Recommendations

This document may be combined with deliverable #3, as many of the vacant lots may be best suited to be repurposed as open space. This analysis will include:

- Recommendations based on community driven expectations and needs for the use of many of the vacant properties throughout the Township;
- Cost estimates;
- Recommendations that comply with existing FEMA regulations or other requirement; and
- Other items as determined by Township staff throughout the project.

DELIVERABLE #6: Presentation of Findings

At the conclusion of the project, it is anticipated that a formal presentation will be given to the public and Board of Township Trustees at a Trustee meeting. The Township will also be provided with all source materials and recommendations in a final Facility Master Plan document that is actionable with specific recommendations for next steps that makes temporal recommendations for these recommendations should occur. This can be tied to several factors, including end-of-life of existing, levies, bond issuances, or other items.

TIMELINES

- | | |
|---|----------------------------------|
| 1. Township Review of Firm Qualifications and Cost: | March 15, 2021 |
| 2. Projected Township Contract Approval: | April 13, 2021 |
| 3. Projected Kick Off Meeting: | June 1, 2021 |
| 4. Project Completion: | To be determined at a later date |

Deadlines are negotiable as part of the final contract.

RESPONSE TO SCOPE OF SERVICES FORMAT

All responses should be expansive enough to include the proposed timeline, examples of similar work conducted for other communities, deliverables, and other items contained in this scope of services. The document should also outline the guaranteed maximum price for this work.

ADMINISTRATION

Department: Administration

Department
Director:

Resolution Adopting 2021 Permanent Appropriations

Recommend ADOPTION of the Resolution.

Rationale:

Final appropriations represent \$40,262,252. This represents a 2.02% or \$796,578 increase from temporary appropriations. Revenue is projected to be \$1,065,797 higher than temporary appropriations. Below is a detailed breakdown of the changes in both revenue and expenses:

REVENUE CHANGES

- Fund 1000: +571,000: For a BWC Reimbursement
- Fund 2021: +80,375: To reflect the deposit of Engineer 20% dollars
- Fund 2081: +54,000: For anticipated revenue from NWLSD contract
- Fund 2111: +65,500: For the Fire AFG grant
- Fund 2903: +179,135: To account for items held by the bank that issued the bonds associated with the road construction, per the 2018-2019 audit. These are dollars that are not available for use by the Township and never hit the Township's accounts.

EXPENSE CHANGES

- Fund 1000: A transfer for the sidewalk fund and a repair to the sprinkler systems
- Fund 2021: For additional road program repairs
- Fund 2031: For APWA accreditation expenses
- Fund 2081: For a PO that was cancelled in 2020 for firearms and equipment to outfit a new vehicle
- Fund 2111: For costs associated with the AFG grant
- Fund 2281: Costs were repurposed from other lines in fund 2111 and 2281 to allow for the purchase of a Physio Monitor
- Fund 2911: For green initiatives
- Fund 2912: For an anticipated increase in the COA grant
- Fund 4409: To spend a portion of the cash balance on the existing OPWC loans
- Fund 2903: To account for items held by the bank that issued the bonds associated with the road construction, per the 2018-2019 audit. These are dollars that are not available for use by the Township and never hit the Township's accounts.

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

Raj Rajagopal, Dan Unger, Matthew Wahlert

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

RESOLUTION NO. _____-21

**RESOLUTION AUTHORIZING THE ADOPTION OF PERMANENT
APPROPRIATIONS FOR THE YEAR 2021**

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

1. Authorize the Fiscal Officer to prepare and submit a schedule of Permanent Appropriations for the year ending December 31, 2021 to the Hamilton County Budget Commission, as follows;

Fund	Description	Permanent Appropriations
1000	General	\$6,987,222
2011	Motor Vehicle License Tax	\$41,162
2021	Gasoline Tax	\$1,491,069
2031	Road & Bridge	\$1,094,649
2081	Police District	\$8,766,095
2111	Fire District	\$13,738,945
2181	Zoning	\$413,625
2231	Permissive Motor Vehicle License Tax	\$1,096,642
2261	Law Enforcement Trust	\$341,992
2271	Enforcement & Education	\$1,500
2281	Ambulance & Emergency Medical Services	\$1,933,695
2401	Special Assessment Lighting District	\$162,726
2901	TIF - Kroger	\$241,275
2902	Recycling Incentive	\$90,843
2903	TIF - Colerain Towne Center	\$280,427
2907	TIF - Stone Creek	\$0
2908	CDBG	\$215,000
2910	TIF - Best Buy	\$0
2911	Parks & Services	\$1,845,563
2912	Community Center	\$520,158
3102	Bond Retirement Parks	\$306,800
3103	Bond Retirement PW Bldg.	\$213,200

3105	Bond Retirement - Streetscape	\$176,800
3301	Bond Retirement - Special Fire Assessment	\$244,400
4401	NSP	\$0
4409	OPWC	\$58,466

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

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

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

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

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

ADOPTED this _____ day of March, 2021.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of March, 2021.

Jeff Baker
Colerain Township Fiscal Officer

FUND	NAME	PERMANENT APPROPRIATIONS
1000	General	\$6,987,222
2011	Motor Vehicle License Tax	\$41,162
2021	Gasoline Tax	\$1,491,069
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3105	Bond Retirement - Streetscape	\$176,800
3301	Bond Retirement - Special Fire Assessment	\$244,400
4401	NSP	\$0
4409	OPWC	\$58,466
	Totals	\$40,262,252

TEMPORARY APPROPRIATIONS	VARIANCE	% VARIANCE
\$6,777,282	\$209,940	3%
\$41,162	\$0	0%
\$1,211,069	\$280,000	23%
\$1,089,649	\$5,000	0%
\$8,703,975	\$62,120	1%
\$13,709,620	\$29,325	0%
\$412,225	\$1,400	0%
\$1,027,207	\$69,435	7%
\$341,992	(\$0)	0%
\$1,500	\$0	0%
\$1,933,695	(\$0)	0%
\$162,726	\$0	0%
\$241,275	\$0	0%
\$90,843	(\$0)	0%
\$206,656	\$73,771	36%
\$0	\$0	#DIV/0!
\$215,000	\$0	0%
\$0	\$0	#DIV/0!
\$1,839,063	\$6,500	0%
\$519,535	\$623	0%
\$306,800	\$0	0%
\$213,200	\$0	0%
\$176,800	\$0	0%
\$244,400	\$0	0%
\$0	\$0	#DIV/0!
\$0	\$58,466	#DIV/0!
\$39,465,674	\$796,578	2%

ADMINISTRATION

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

Motion to Issue a Request for Bids for the 2021 Road Program

Recommend ADOPTION of the Motion.

Rationale:

The 2021 Road Program has been assembled by Public Services. The following roads are recommended for repair:

- Applevalley Ct
- Applebud Dr
- Beckys Ridge Dr
- Wardwood Dr
- Donnybrook Ln
- Lillwood Ln
- Glenaire Dr
- Greenbrook Ln
- Overdale Dr
- Ascot Dr
- Sargasso Ct
- Springrock Dr
- Whitehead Dr
- Washington Ave
- Wilson Ave
- Gloria Av
- Grant Ave
- Lincoln Av
- Roosevelt Ave

Consistent with past practice, Public Services is proposing that all streets in the 2021 Road Program receive a minimum of a two-inch mill of the current surface and two-inch fill with new liquid asphalt. The total depth of mill and fill will vary slightly in different areas of each street. These streets will also receive new curbs and needed repairs to storm basins.

These roads were selected based on a comprehensive review and ratings generated in 2020, proximity to each other and completion of areas. Ascot, Gloria, Lillwood and Overdale were added in with additional budget dollars allocated in final appropriations.

Once approved, we will release the bid the next business day with a planned bid opening of March 26, 2021 and approval of a contract at the April 13, 2021 Board of Trustee Meeting.

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**HAMILTON COUNTY, OHIO
COLERAIN TOWNSHIP
SPECIFICATIONS AND CONTRACT
FOR
CONTRACT 21-1 ROAD IMPROVEMENTS**

Furnishing all necessary labor, material, and equipment necessary for work which includes such work as full and partial depth repair, rotomilling, storm, sanitary sewer and water valve adjustments, curb repair, curb ramps, catch basin rehabilitation, reconstruction and grade adjustment and resurfacing. on various Township streets located in Colerain Township, Hamilton County, Ohio. All work to conform to the State of Ohio Department of Transportation "Construction and Material Specifications" dated January 15, 2016 with supplement of changes thereto, specifications herein and notes on the plans.

COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO

Bid Opening: March 26, 2021 10:00 am

Date of Completion: Resurfacing and Related - November 1, 2021

PART I NOTICE TO BIDDERS

Sealed electronic bids will be accepted thru Bid Express until 10:00AM local time on March 26, 2021 for all labor, materials, and equipment necessary to complete the project known as Contract 21-1 Road Improvements and at said time will be opened and apparent winner posted.

Copies of the Plans, Specifications and Contract Documents may be obtained at www.colerain.org or at www.BidExpress.com.

Each bidder is required to furnish with its proposal, a Bid Guarantee and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security, furnished in Bond form, shall be issued by a surety company or corporation licensed in the State of Ohio in the full amount of one hundred percent (100%) of the bid amount. A 100% satisfactory performance and payment bond shall be required of the successful bidder.

All bidders must comply with the State of Ohio prevailing wage rates requirements.

Contracts will be awarded to the lowest and best bidder.

This notice shall serve as a reminder to all bidders that when bidders discover plan or quantity errors, the bidders have an affirmative legal duty to notify Colerain Township Public Services Department of those errors. To attempt to take advantage of plan or quantity errors either by unbalancing your bid or otherwise is wrong and will place your bid in jeopardy.

When an error is discovered, the bidders are required to contact the Colerain Township Public Services Department at 513-385-7502. The information received from the bidders is evaluated to determine whether or not an addendum is necessary.

The competitive bid letting process requires your cooperation in this matter in order to protect both Colerain Township and the participants in the bid letting process.

Colerain Township reserves the right to waive irregularities and to reject any or all bids or to accept or reject any part thereof.

PART II INFORMATION FOR BIDDERS

Section A. Definitions

As used in this document, the following words shall have the meanings shown:

Bid Tabulation shall mean Part V, which shows the estimated quantities of the various items of work involved in this project and is the form which the Bidder shall use to develop a price for performing the required work.

Bidder shall mean any person, partnership, or corporation that contemplates submitting, or actually submits a Proposal for doing the work described in the Notice to Bidders (Part I).

Contract shall mean the Proposal which is accepted and signed by the Township and the Bidder judged to have submitted the Proposal most advantageous to the Township.

Contractor shall mean the Bidder with whom the Township signs the Contract in Part III.

Plans shall mean the surveys, plans, cross-sections, and other drawings and estimates prepared to define the project under consideration.

Proposal shall mean this complete document plus the information supplied by the Bidder on the forms in Part III, IV, V.

Public Services Director shall mean the Colerain Township Public Services Director and/or any of their duly appointed representatives.

Road Improvements include such work as full and partial depth repair, rotomilling, storm, sanitary sewer and water valve adjustments, curb repair, curb ramps, catch basin rehabilitation, reconstruction and grade adjustment and resurfacing.

Specifications shall mean all of the following: (a) State of Ohio Department of Transportation Construction and Material Specifications (O.D.O.T. C.& M. S.) dated **January 15, 2016**, (b) the Special Provisions listed in Part II, Section C, © the standard drawings called for in the Plans, and (d) those Directives of the State of Ohio Department of Transportation which are called out in the Special Provisions.

Township shall mean the Board of Trustees of Colerain Township, Hamilton County, Ohio.

Section B. Events Prior to Opening Proposals

1. Each page of this document is a part of the Contract which will be entered into between the Township and the successful Bidder. The entire document must be submitted by the deadline. Late proposals will not be accepted.
2. The Bidder shall become thoroughly familiar with the Plans, Specifications, Bid Tabulation, Site Conditions and all other requirements noted on the Plans and in the Special Provisions. The conditions of O.D.O.T. C. & M. S., Section 102.05 shall apply hereto.
3. If the Bidder does not understand any aspect of the Plans, Specifications, Bid Tabulations, or site conditions of the project, the Bidder shall submit a written request to the Public Services Director for clarification. If the Public Services Director determines that the question(s) is not substantive, no further action on their part will be taken.
4. If the Public Services Director determines that the question(s) raised as per Section B-3 above are substantive and could affect the bidding process, they shall prepare a written response, which shall become an Addendum to this document and a copy shall be sent to all persons or organizations who purchased a set of the project documents.
5. The Bidder shall be required to base all labor prices on prevailing wages and benefits for all classes of workers, as described under Labor Costs and Reports, (Part II, Section E). This requirement shall also apply to every Subcontractor who may be employed.
6. The engineer's estimate of the total cost of this project is shown on the Bid Tabulation (Part V). If the price of the Proposal judged to be lowest and best exceeds this estimated cost by more than 10 percent (10%), all of the Proposals shall be rejected.
7. If any of the following forms are not filled out completely and properly by the Bidder, the Proposal may be declared invalid:
 - a) The Bidder shall fill out, and have notarized, the affidavits relating to ownership of the company submitting the Proposal, conflict of interest, collusion, compliance with equal opportunities regulations, and payment of personal property taxes which are included with Part III, Section A.
 - b) The Bidder shall submit a Bid Bond as specified under Financial Arrangements and Insurance (Part II, Section D), together with a Surety Certification of right to operate in the State of Ohio.
 - c) The Bidder shall develop the Proposal price for this project on the Bid Tabulation form in Part V in accord with instructions under Preparation of Proposal Price (Part II, Section F).
8. A time limit has been set for completion of this project, as specified in this proposal. If the project is not completed within the specified time, and no provision has been made for an extension of time under Contingencies (Part II, Section G), the Contractor shall be subject to the penalties specified under Special Provisions (Part II, Section C).
9. The Bidder who submits the Proposal judged to be lowest and best must be prepared to take the following steps:
 - (a) Demonstrate the ability to carry out the project in a satisfactory manner.
 - (b) Meet the bonding and insurance requirements specified under Financial Arrangements and Insurance (Part II, Section D).
 - (c) Perform a minimum of 50% of the project work with their/their company personnel.

- (d) Identify any Subcontractor(s) that may be used on the project. Such Subcontractor(s) must be acceptable to the Public Services Director, must sign all of the affidavits required of the Contractor prior to performing any work on the project, and must comply with all of the requirements under Labor Costs and Reports (Part II, Section E).

Section C. Special Provisions and/or General Notes

The Contractor shall be subject to the penalties specified under the Ohio Revised Code (O.R.C.), Section 5555.67 and/or as provided below.

Detailed information unique to this project including special requirements is listed under "GENERAL NOTES AND SUPPLEMENTAL SPECIFICATIONS" immediately following this page.

SPECIAL PROVISIONS AND/OR GENERAL NOTES 2021 ROAD CONTRACT

Under this contract the successful bidder shall furnish all labor, materials and equipment necessary for performing and completing the required improvements as stipulated in the plans and specifications.

All work to conform to the Ohio Department of Transportation's (ODOT) Construction and Materials Specifications (C&MS) dated **January 15, 2016** with supplements or changes thereto, which are adopted and made a part of these contract documents **EXCEPT** for the following sections:

102.01	102.03	102.06	102.09	102.10	102.11
102.14					
103.01	103.02	103.04	103.06	103.07	
104.02					
105.05	105.13				
107.04	107.13				
108.01	108.08	108.09			
109.06	109.09	109.10	109.12 (A)	109.12 (B)	109.12 (C)
109.12 (D)	109.12 (E)				

It is intended that the specifications governing this project; any bidding requirements and conditions; any ODOT specifications or references to the Ohio Revised code as set forth herein; and any attachment(s) or documents incorporated by reference herein be construed harmoniously wherever possible in order to carry out the full intent and purposes of the Township with respect to this project. But if there is a conflict or inconsistency between any provision(s) of the ODOT specifications or references to the Ohio Revised Code and those contained herein, the provision(s) granting greater rights or remedies to the County, or imposing the greater duty, standard, responsibility or obligation on the Contractor shall govern.

DELAYS AND TIME EXTENSIONS

The provisions of the C&MS Section 109.05 (D) (f) "Home Office Overhead" will **NOT** apply to this project.

If the Contractor is delayed in the progress of the work by causes reasonably beyond the Contractor's control and through no fault of the Contractor and the proximate cause of the delay is the County's actions or inactions, within the meaning of ORC §4113.62(C)(2), the Contractor shall be entitled to a reasonable time extension and to a reasonable increase in the original contract amount for extended field general conditions as agreed to by the County.

In addition, home office overhead shall be allowable pursuant only to the Eichleay formula as applied by the Courts of Ohio. Such unabsorbed home office overhead shall only be allowed if the cumulative delay to the critical path in question exceeds fourteen (14) days. The extension of time, increase in the original contract amount for extended field general conditions and the damages as determined by the Eichleay formula shall be the Contractor's sole remedy and measure of "delay damages" under this Contract.

The Contractor agrees that the Contractor shall not be entitled to any additional compensation for any other damages allegedly arising out of or relating to the delay(s) in question, including but not limited to, any additional fees, costs of acceleration, consequential damages, loss of efficiency, loss of productivity, lost opportunity costs, impact damages, lost profits or other similar remuneration

INSURANCE REQUIREMENTS

The Contractor's attention is specifically directed to the requirements for submitting proof of insurance contained in the pertinent bid documents. As required in the referred section, the Contractor **MUST** submit "two certified copies of the required insurance policy/policies"; this shall be construed to mean ONE CERTIFIED copy of the FULL insurance policy and ONE CERTIFIED CERTIFICATE indicating the insurance coverage.

The Contractor's submittal of a bid indicates that the above requirements will be met at the time of contract signing.

STEEL REQUIREMENTS

Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code (ORC) apply to this project.

PRE-CONSTRUCTION MEETING

Prior to the commencement of construction activities, the Public Services Director will arrange a meeting between the Contractor, Township representatives, and/or the representatives of each of the utility companies.

SCHEDULE

A detailed schedule of operations shall be furnished by the at the pre-construction meeting and shall list the order of operations, the time frame for the completion of each operation, and, where applicable, the location of each operation. The schedule must be approved by the Public Services Director, or be revised to the satisfaction of the Public Services Director, prior to the commencement of any work.

Changes to said schedule are to be issued in writing by the Contractor and approved by the Public Services Director before operations are changed or rescheduled. Should the construction activities fall behind the schedule by more than one (1) month due to any reason, the Contractor will, at the request of the Public Services Director, revise and update the schedule.

The Contractor shall schedule their operations so that the improved areas have had sufficient time to cure, set and/or harden before the area is opened to traffic or use.

The Contractor may schedule their work in any order wished, with respect to daily time restriction as noted herein.

DUMP SITE LOCATIONS

At the preconstruction meeting the contractor shall submit a list to the Public Services Director of all approved dump site locations that will be used during the project.

PENALTIES

Should the Contractor not complete all work within the time attached, the Public Services Director shall keep a record of all expenditures for inspection, supervision, engineering and Public Services after the end of the allotted time, and shall deduct that amount from the final payment. This penalty shall not apply to time extensions, granted in writing by the Public Services Director, for good cause.

LIST OF EQUIPMENT TO BE USED ON PROJECT

The Contractor shall furnish a list of all equipment to be used on this project to the Public Services Director at the time of the pre-construction meeting. Additional equipment, brought on the job site after beginning of the work, shall be noted in writing by the Contractor to the Public Services Director as an amendment to the list.

Equipment noted on the original or amended lists which is removed from the job site shall also be noted in writing by the Contractor to the Public Services Director as an amendment to the list.

PERMITS

The Contractor shall procure all permits and pay all charges and fees as may be found necessary and required by any and all pertinent jurisdictions.

RESPONSIBILITY

It shall be the responsibility of the Contractor to perform their work in such a manner so as not to damage or destroy any existing feature (i.e. existing inlets, conduits, pavement markings etc.) which is not marked for replacement or removal. If any such damage does occur due to the operations of the Contractor, they shall replace or repair the damaged portion at their expense to the satisfaction of the Public Services Director.

The Contractor shall exercise due care during construction so as not to destroy any trees, plants, shrubs or structures outside of the indicated work limits and those not specifically marked for removal or relocation within the work limits.

In some cases, the Contractor may be required to excavate under and around the existing utilities. Extreme care should be taken not to damage the utility during this operation. The Contractor shall be responsible for all damages to utilities during construction and shall receive no compensation for repairing damaged utilities which have been properly identified.

PROTECTION OF AREAS OUTSIDE OF WORK LIMITS

The Contractor shall be responsible for the protection of areas outside of the designated work limits, but which may be adjacent to those work limits. This will include those areas used by construction traffic for access to and from the work areas.

Where the Public Services Director determines that the Contractor's operations have been responsible for damage to areas outside of the work limits, the Contractor shall be responsible for the repair of the area subject to the approval of the Public Services Director. No additional compensation will be due to the Contractor for any repair of these areas.

The Contractor shall be responsible for the immediate repair of the improved area if any damage is done by the traffic. The Contractor shall also be responsible for the immediate rectification of problems created in areas outside of the improved areas which are attributable to the failure of the constructed improvements, i.e., the tracking of materials into unimproved areas.

NOTIFICATION OF UTILITIES

The Contractor shall notify at least forty-eight (48) hours, but not more than seven (7) days, before beginning work, all public and/or private service corporations having wires, poles, conduits, manholes or other structures that may be affected by their construction, including all structures which may be affected by construction and are not shown on these plans, and all work required for public or privately owned utilities will be done by and at the expense of their respective owners, unless otherwise noted on these plans.

COOPERATION WITH UTILITY COMPANIES

While the work of this contract is being performed, the utility companies will be working in the area adjusting and resetting existing facilities. The Contractor shall fully cooperate with utility companies so that the entire work is completed in a manner consistent with good construction practices.

LOCATION AND PROTECTION OF UTILITIES

Colerain Township does not assume any liability for the location of utilities, including individual service line. The Contractor shall be responsible for exactly locating and protecting all utilities, both above ground and below ground, that exist in the work area and which may come in conflict with their operations. Any damage to utilities which have been accurately located, which is caused by the Contractor's operations, shall be repaired at the Contractor's expense.

GAS UTILITY NOTES

1. The Contractor is responsible for all approvals from, notifications to and agreements with the gas utility company prior to excavation in the vicinity of gas lines.
2. For Field Inspector to locate underground gas lines, the Contractor shall call Ohio Utilities Protection Service (1-800-362-2764) at least 48 hours in advance, excluding Saturday, Sunday and state legal holidays.
3. Gas facilities are to be kept in service at all times.
4. The Contractor shall be responsible for all damages to gas facilities during or as a result of their operations. All damage to gas facilities requiring adjustments, relocations and/or repairs will be made at the Contractor's expense.
5. The Contractor shall sheet and shore all excavations where gas facilities are within the zone of influence (as determined by the natural angle of repose of the soil), to continuously maintain their support.
6. The Contractor shall be responsible for sheeting and shoring of existing gas facility trenches within the zone of influence of their excavation.
7. The Contractor shall not backfill exposed gas facilities until the utility has inspected its facilities and performed any adjustments and/or maintenance that may be required.
8. Where welded steel coated and wrapped gas mains are exposed or otherwise interfered with by the Contractor, protection by the Contractor will be required against damage to coating and wrapping materials.
9. Where gas facilities are exposed or otherwise interfered with by the Contractor, they may be reinforced or replaced by the utility, based on conditions to be determined by the utility.
10. Where the support of gas facilities is disturbed, the Contractor shall protect the main as necessary against damage. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent support. The methods used shall be based on conditions to be determined by the utility.
11. Blasting in the vicinity of gas facilities is prohibited unless a blasting plan is submitted to Duke Energy in writing by a blasting expert, identifying all pertinent information.
12. The Contractor's attention is also called to the specifications of the "Gas Facilities Protection Guidelines" which deal with the protection of gas service in excavation areas. A copy of said guidelines may be acquired from the office of Duke Energy Company.

ELECTRICAL UTILITY NOTES

Danger - the Contractor shall contact the company at least two (2) working days prior to excavation in vicinity of electric underground facilities (approximate plan location shown) or when working near overhead electric facilities.

1. For Field Inspector to locate underground electric lines, call Ohio Utilities Protection Service 1-800-362-2754 at least 48 hours in advance, excluding Saturday, Sunday and state legal holidays.
2. The Contractor is responsible for all approvals from, notifications to and agreements with the electric utility company prior to work in the vicinity of electric lines.
3. The Contractor shall be responsible for all damages to electric facilities during construction.
4. Electric facilities are to be kept in service at all times.
5. The Contractor shall be responsible for supporting existing electric facilities affected by the proposed construction.
6. Where high pressure oil filled pipe type cable installations are exposed or otherwise interfered with by the Contractor, protection by the Contractor will be required against damage to the coating or surrounding thermal sand envelope.

7. Where concrete encased conduit systems or direct buried cable systems are exposed or otherwise interfered with, the Contractor shall protect the system as necessary against damage. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.
8. Where poles or anchors that support overhead electric facilities are exposed or otherwise interfered with, the Contractor shall protect them from damage and provide temporary support to insure the integrity of the system. As soon as feasible, the Contractor shall take additional appropriate steps to provide permanent measures to restore support. The methods used shall be based on conditions to be determined by the utility.
9. Where the depth of excavation for the proposed work is greater than five feet (5'), the Contractor shall sheet and shore the trench to continuously maintain the support of electric facilities at locations where the electric facilities are within the zone of influence adjacent to the excavation as determined by the natural angle of repose of the soil.
10. All damages to electric facilities and services requiring adjustments, relocations and/or repairs will be made at the Contractor's expense.
11. The Contractor shall not backfill exposed electric facilities until the company has inspected its facility or performed any adjustments and/or maintenance that may be required.

NOTE: Should the Contractor damage electric facilities, the Contractor shall immediately notify the electric utility and shall keep everyone clear of damaged electric facilities until company personnel arrive at the work site.

WATER WORKS NOTES

1. All work pertaining to water works items shall be done in strict accordance with the specifications of the City of Cincinnati Water Works and under the direction, supervision and inspection of the Water Works. Water main items are to be constructed in accordance with the provisions of the State of Ohio Department of Transportation Construction and Material Specifications, dated January 1, 2013 and modified by the City of Cincinnati 2002 Supplement to said State of Ohio Specifications and any supplements or changes thereto. Copies of all pertinent specifications may be obtained from the City of Cincinnati Water Works, 4747 Spring Grove Avenue, Cincinnati, Ohio 45232.
2. A cushion of twelve inches (12") shall be maintained between the proposed water mains and the existing sewers, inlet connections, and drains. If a greater clearance is desired, it will be so designed. Building sewer laterals are not to be disturbed or trapped. Existing drains, sewers and culverts are not to be disturbed. If the water main is to be under culverts or pipe sewers, they shall be tunneled and backfilled with Class "C" Concrete or installed in steel casings as directed by Water Works.
3. It shall be the Contractor's responsibility to arrange for removal and replacement of any poles and guys necessary for the installation of the proposed water mains, and any cost connected thereto shall be their expense.
4. All backfill to be Method "A" except where otherwise noted.
5. No part of any fire hydrant setting shall be installed closer than five feet (5') to any driveway, inlet, utility pole, or guy wire anchor.
6. All pipe and specials shall be in accordance with City of Cincinnati Specification 40-110-76-91.
7. All valves to be purchased from the Cincinnati Water Works.
8. No extra payment will be made for lead joints.

UTILITY ADJUSTMENTS

The Contractor shall adjust to proposed grade all existing utility facilities, i.e. manholes, valve chambers, valve boxes, etc. This shall include utility facilities which are not shown on the plan. For those utility facilities located within or immediately adjacent to the pavement, the adjustment to final grade shall be accomplished following the placement of the leveling course and immediately prior to the placement of the surface course.

Where adjustments are to be made by the responsible utility company, the Contractor shall coordinate their work with that of the utility company so as to accomplish the intent of the preceding paragraph.

Maintenance of safe and convenient traffic lanes must be a prime consideration when performing these adjustments.

Work performed on the utility facilities shall be in strict accordance with the specifications of the applicable utility owner and shall be performed under the direction, supervision and inspection of said owner.

The Contractor shall adjust the facility so as to be flush with the proposed pavement grade. The 1/4" vertical difference between the finished pavement surface and the top of the frame or adjustment ring, as shown on the State Standard Construction Drawing BP-3.1, shall not apply to this contract.

HAUL ROADS

At the pre-construction meeting, the Contractor shall supply a list of local roads to be used for the purpose of hauling equipment and/or material to or from the job site. Only the local roads in the vicinity of the project have to be listed; State and/or Federal roads do not have to be included. Where necessary, the list shall include the extent of the roads to be affected and any special restriction, such as height or weight restrictions, which may be applicable along said roads. Construction shall not commence until the Township has reviewed the haul road list.

The submission of list to and the review of the list by the Public Services Director does not relieve the Contractor of the responsibility for conforming to and obeying all applicable height and weight restrictions on haul roads and of the responsibility for any damage done to and/or along said haul roads.

ESTIMATED QUANTITIES

The estimated quantities upon which this proposal is based are approximate only. They shall be used in determining the total amount of bids for the purpose of determining the lowest and best bidder. During the term of the contract, and at the option of the Public Services Director, they may be increased, decreased, or non-performed as conditions dictate and/or when the need for any item cannot be determined until the completion of other contractual items and/or the proper inspections have been made. The Contractor shall not be entitled to any claim or loss of profits or other damages should the actual quantities of any or all items be greater than or less than the stated Estimated Quantities.

MATERIALS AND WORKMANSHIP

Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of the first quality and shall be proper and sufficient for the purpose contemplated. The Contractor shall furnish if so required, satisfactory evidence as to kind and quality of materials and workmanship.

All items of equipment and/or material proposed for substitutions must be approved by the Public Services Director in writing and shall equal or be superior to the items specified in the contract documents. If said substitution proposed by the Contractor for a specified item requires engineering revisions, the expense of said revisions shall be paid for by the Contractor at no additional cost to Colerain Township.

Any items of labor and materials required, but not shown as a separate pay item in the proposal, shall be furnished and installed as incidental to the contract, except as noted in the Plans and Specifications.

GUARANTEE

The Contractor hereby guarantees that all workmanship and all material furnished under this contract comply fully with the requirements of the Plans and Specifications. If at any time within one year after the date of the final inspection, any defect should appear, which in the opinion of the Public Services Director is due to inferior materials or workmanship, the Contractor guarantees that they will do immediately, without cost to the Township, whatever is necessary to remedy the defects. The Township will notify the Contractor in writing of the defects and the repairs to be made and the Contractor agrees to begin the repairs within ten (10) days from the date of notice.

If the Contractor fails to begin repairs within ten (10) days, the Township may forthwith cause the defects to be remedied and charge the cost and expense thereof to the Contractor or their Surety.

The Contractor's Surety shall not be relieved until the above guarantee is fulfilled, and written release furnished and Surety by the Township.

TESTING OF CONSTRUCTION MATERIALS

If necessary, the Public Services Director will select a testing firm for this project.

The Contractor shall be responsible for the scheduling of all testing as per the general testing requirements listed below or as modified by the Public Services Director.

The Public Services Director shall be responsible for the costs incurred in the testing of the construction materials both on site and at the plant. However, the Contractor shall note that they will be responsible for any and all costs incurred by the scheduling of the testing firm's activities by the Contractor and the subsequent delay and/or cancellation of said activities due to the delay and/or cancellation of the scheduled construction by the Contractor.

CONCRETE

Concrete shall be tested as directed by the Public Services Director and usually will be called for when the project requires two (2) or more truckloads of concrete. When required, two test cylinders and an air entrainment test shall be made for each 50 cubic yards, or fraction thereof, of concrete incorporated into the project. In addition, slump tests shall be performed, preferably on the first load of concrete delivered to the site. Compliance with O.D.O.T. C & M S, Section 499 shall be maintained.

Should the Contractor require concrete beams to be made and tested in order to determine if roadways, driveways, structures, etc. can be opened to traffic prior to the normal curing period, these shall be made and tested by the same testing firm employed by the Colerain Township Public Services Director. Concrete beams shall be of such length that two breaks can be made from the same beam. Beams shall remain at the project through the period of curing. Results of beam breaks shall be immediately reported to the Public Services Director. Costs of making beams, testing and reporting results shall be borne by the Contractor.

Results of cylinder breaks, one (1) at seven (7) days and one (1) at twenty-eight (28) days, and the results of air entrainment tests shall be immediately reported and furnished to the Public Services Director. NOTE: Air entrainment tests shall be made from the same load of concrete from which the cylinders are made.

The Contractor shall also be responsible for obtaining the batch information for the concrete being supplied to the project. This information shall be provided daily and with at least the first load of concrete delivered to the project each day.

PRECAST CONSTRUCTION MATERIALS

Precast units shall include items which are manufactured by others at an off-site location and installed by the Contractor, i.e. pipes/conduits, precast catch basins/inlets/manholes, precast beams, etc. For all precast units, the Contractor shall obtain a letter from the Manufacturer certifying that the pertinent precast item meets the applicable specifications and standards of O.D.O.T. and/or ASTM. When required by the Public Services Director, the Contractor shall also obtain and supply to the Public Services Director the pertinent Manufacturer's test reports on the precast units.

The above data, reports and/or Manufacturer's letters are to be provided by the Contractor to the Public Services Director **prior** to the installation of the precast units on the job site. When the Contractor decides to install

precast units prior to the Public Services Director receiving the above information, those units installed shall be subject to being removed and/or replaced at the discretion of the Public Services Director based upon the Public Services Director's review of the information provided.

REMOVALS

When a bid item is to include the cost of removal of a classified or unclassified material, it shall be the responsibility of the Contractor to verify in the field the type of material and the thickness of the material to be removed prior to submitting their bid. No additional allowance will be due the Contractor for added expense of removals due to unknown materials or thickness.

REMOVAL OF EXISTING CATCH BASIN GRATES AND/OR FRAMES

Where the plans indicate that existing catch basins and/or existing catch basin grates and/or frames (if salvageable) are to be removed as part of the improvements, the Contractor shall carefully remove the existing catch basin grate and/or frame and stockpile same at a site on the project designated by the Public Services Director. The existing grate(s) and/or frame(s) will NOT become the property of the Contractor. After the removal, the Project Inspector will arrange for the Township's forces to pick up the salvaged items.

Any costs involved in the stockpiling and/or coordination for the pick-up of the items by the Public Services Director shall be incidental to the other items of work in the project.

CONSTRUCTION LAYOUT

The costs of any construction layout necessary to the various items of work contained in this project WILL NOT be a separate pay item and said costs SHALL be included in the unit price bid for the pertinent item.

REMOVAL OF EXISTING PIPE AND HEADWALLS

Where proposed conduit and/or catch basin construction requires the removal of existing pipe and/or headwalls, the removal of same shall be included in the respective unit prices bid for proposed 603 and 604 Items.

Where existing conduit, headwalls and/or other facilities are to be removed and no proposed drainage facilities are to be constructed, the cost of the necessary removals shall be included in either the removal item, if specified, or in the pertinent excavation item.

The removal of all existing pipe drains which would normally be removed in various excavation items shall be included for payment in the unit prices bid for the respective excavation item, unless otherwise itemized in these plans.

WATER POLLUTION, SOIL EROSION AND SILTATION CONTROL

The Contractor shall take extreme care to prevent unnecessary erosion, water pollution and siltation at all points of project. Temporary seeding and mulching, straw bales, silt fence, slope drains, etc., shall be used as necessary or as directed by the Public Services Director. Unless specified, the cost of these items shall be included in all other contractual items.

DUST CONTROL

The Contractor will be required when directed by the Public Services Director to perform dust control operations to minimize or prevent dust nuisance originating within the project limits which result from the Contractor's operations. Dust control will not be a separate pay item, but is to be incorporated in the prices bid for all project items.

EXISTING PIPE AND CULVERT

The location, size, type and depth of all existing pipe and culvert are shown as nearly exact as available information will permit. The Public Services Director will not be responsible for any variation found during construction.

Where the plans provide for conduit to be connected to, or to cross either over or under, or close to an existing underground structure, it shall be the responsibility of the Contractor to locate the existing structure, both as to

line and grade, before they start to lay the proposed conduit, in order to assure compatibility of line and grade of the proposed conduit.

Payment for all operations described above shall be included in the unit price bid for the pertinent conduit item.

REVIEW OF DRAINAGE FACILITIES

Before any work is started on the project and again before final acceptance by the Township, the Contractor, with the Public Services Director, shall make an inspection of the existing sewers within the work limits which are to remain in service and which may be affected by the work. The condition of the existing conduits and their appurtenances shall be determined from field observations. Records of the inspections shall be kept in writing by the Public Services Director.

All new conduits, inlets, catch basins, and manholes constructed as a part of the project shall be free of all foreign matter and in a clean condition before the project will be accepted by the Township.

All existing sewers inspected initially by the above mentioned parties shall be maintained and left in a condition reasonably comparable to that determined by the original inspection. Any change in the condition resulting from the Contractor's operations shall be corrected to the satisfaction of the Public Services Director by the Contractor at the Contractor's expense.

MAINTENANCE OF SEWER FLOWS

The Contractor shall conduct their operations so as to constantly maintain sewer flows at all times through the existing facilities that are to remain in place.

In cases where the plans indicate that existing facilities are to be replaced and/or removed, the Contractor shall maintain sewer flows through the existing facilities until the new facilities are completed and ready to be placed in use. This shall include areas affected by curb and sidewalk replacement and pavement repair.

BEDDING AND BACKFILL (CLSM-CDF)

A. DESCRIPTION

This work shall consist of the manufacturing and placement of non-settling backfill mixtures described as a Controlled Low Strength Material-Controlled Density Fill. Hereafter referenced by the acronym: CLSM-CDF. These mixtures are sold commercially under a variety of producer names: K-Krete, M-Crete, Darafill, Flash Fill, Flowable Mortar, Unshrinkable Fill, etc. These trench backfill materials possess: flowability for placement, support strength for traffic loads, and removability at a later date after placement. This material may be produced off-site or on-site. In either case, the producer of the material must meet certification requirements as outlined in Section B. PRODUCER AND MATERIAL CERTIFICATION of this specification. In addition to this document, two guides (Producer's Guide) (Contractor's Guide) are also part of this specification.

B. PRODUCER AND MATERIAL CERTIFICATION

Prior to manufacture of any CLSM-CDF mixture, the producer shall comply with the following regulations requirements.

- 1) Demonstrate the ability to produce a uniform CLSM-CDF mixture as outlined in this specification. The National Ready Mix Concrete Association's (NRMCA) plant and truck certification will satisfy the producer certification requirement.
- 1) Certified engineering data, for the proposed mixture to be used, shall be submitted for:
 - a) Thirty (30) and ninety (90) day unconfined compressive strength (C') tests as described in ASTM D4832 with the following exception: cylinders will not be capped.
 - b) Yield and dry unit weight (ASTM PS 29)
 - c) Flowability (Removability Modulus RE = <1.0)

- c) Mixture's components (cement, water, fly ash, filler aggregate, etc.) and sources (company and location) Previous test results, on the same mixtures using the same mixture components, will satisfy this requirement. If it is determined, that for the engineering data presented, flowability, adequate strength, and removability requirements are not acceptable, the use of this mixture will not be allowed.

Meeting these certification requirements does not relieve the producer of the material liability referenced in Section G of this specification.

C. MATERIALS

Materials for CLSM-CDF mixtures will be the responsibility of the producer. All mixture components must be environmentally acceptable. A Material Safety Sheet (MSDS) for each component in the mixture must be available upon request. A CLSM-CDF producer's guide is available to help the producer meet specification requirements for materials.

- 1) Water, used for the mixture shall be free from oil, salts, acid, strong alkalis, vegetable matter, and other impurities that would have an adverse effect on the quality of the backfill material.
- 2) Materials for CLSM-CDF mixtures shall be evaluated as non-corrosive by appropriate ASTM standards including ASTM A 674. If the CLSM-CDF mixture has an electrical resistivity value of less than 5000 Ω cm, then to ensure compatibility with any proposed or encountered conduit, a polyethylene encasement shall be required conforming to ASTM A 674.

D. PROPORTIONING OF MIXTURES

The proportioning of CLSM-CDF mixtures is the responsibility of the producer. The mixture will be rejected for failure to meet, or sustain, the mixture's consistency for the previously stated properties.

Where gas leak, odor migration, is a concern for the identification of possible gas leaks, the CLSM-CDF material shall meet a minimum permeability coefficient (k) of 1×10^{-5} (cm/sec), or more, based on ASTM 5048. See the CLSM-CDF Producer's Guide for assistance in meeting specification mixture requirements.

E. PLACING (POURING)

The CLSM-CDF mixture shall be placed directly into the trench or excavation. The material's flow characteristic will be such that no labor will be required in the trench or excavation. No vibration or compaction equipment shall be used. If the trench or excavation contains water, the CLSM-CDF mixtures may be used to displace the water. A CLSM-CDF Contractor's Guide is available to help the producer meet specification requirements for material placement.

A Fast Setting Mixture shall be used for backfilling trenches under pavement within the public right-of-way when it is deemed that the pavement must be quickly reopened to traffic so as to minimize inconvenience to vehicular traffic as shown on the plans. The use of a Fast Setting Mixture is intended to allow for placement of an asphaltic concrete pavement within two hours after mixture placement. Fast Setting Mixture shall produce a load bearing strength of 20 psi in two hours as measured with a penetrometer using the 1.124" diameter head (ASTM D 1558).

F. CONSTRUCTION REQUIREMENTS

The basic construction requirement for the use of CLSM-CDF is that the trench or excavation has vertical wall limits. Vertical wall limits mean that the flowable CLSM-CDF mixture must be confined in a given area. For long trenches, requiring large amount of CLSM-CDF material, bulkheads can be used to control required placement quantities.

The CLSM-CDF material shall be brought up uniformly to the lines or limits shown on the plans or as directed by the Public Services Director. The placing of Portland cement concrete and/or asphaltic concrete pavements can be performed when a load bearing strength of 20 psi is achieved as referenced in Section E.

- 1) The following limitations of operations shall govern:
 - a) The mixture shall not be placed on frozen ground.
 - b) The placed mixtures shall be protected from freezing.
 - c) Each filling stage shall be as continuous as possible.
 - d) Setting time of CLSM-CDF may be affected by temperature. At temperatures near freezing, or below, additional time may be needed for proper setting of the material prior to any type of paving operation.

G. ACCEPTANCE OF MATERIAL AND FIELD TEST REQUIREMENTS

The material acceptance will be based on the following.

- 1) Producer certification (Section B of this specification).
- 2) Field testing for flowability (ASTM PS 28)
- 3) Sampling freshly mixed CLSM (ASTM PS 30)
- 4) Cylinder (3" x 6") strengths (ASTM D 4832). Six (6) cylinders will be required for any placement of 100 cubic yards and each 100 cubic yards thereafter. Three (3) cylinders will be broken at 30 and 90 days. If the placement is less than 100 cubic yards, three (3) cylinders will be taken every fifty cubic yards of production. Two cylinders will be broken at 30 days and one cylinder at 90 days.

The contractor shall be responsible for the curing and protection of the cylinders until such time that they are ready to be picked up by the testing laboratory. The contractor shall coordinate this activity. The cylinders will be held by a testing laboratory until the required breaking date.
- 5) Unit weight tests (ASTM PS 29) will be performed when cylinders are made.

All tests are to be performed by laboratories approved by Colerain Township. Copies of all test reports, from approved testing laboratories, shall be submitted to the material producer and governing agency. If the produced CLSM-CDF material fails any of these acceptance tests, indicating future removal difficulty (RE > 1.0), the material will be rejected with the possibility of removal. The Public Services Director may modify or change CLSM material testing requirements. All CLSM-CDF tests are to be performed by qualified testing personnel. The minimum acceptable requirement is ACI Level I, Concrete Technician.

H. METHOD OF MEASUREMENT

When paid for separately, measurement will be based on (cubic yards) computed plan quantities. No additional compensation will be allowed for over excavation. The material producer and the contractor shall be aware that there is a difference between the plastic (wet) state and the material's hardened state. The plastic (wet) state will be greater than the hardened state.

I. BASIS OF PAYMENT

Unless otherwise specified in the Contract or Agreement, the Contractor will be paid for the volume of mixture furnished and placed, per plan quantities, at the Contract unit price per cubic yard. This payment shall be full compensation for placing the CLSM-CDF mixture and for furnishing all materials, equipment, labor and incidentals necessary to complete this item; unless included under other items in the Contract or Agreement.

TRENCH FOR SEWER CONSTRUCTION

Trench excavation for sewer construction shall be adequately maintained and protected with barricades at all times.

Placement of proposed sewer pipe and backfill material shall follow as closely as possible behind excavation operations. The length of sewer trench, which is open at any one time, shall be held to a minimum and shall, at all times, be subject to the approval of the Public Services Director.

PIPE CUTOFF

When bell and spigot pipe is used, any necessary pipe cutoffs shall be made at the spigot end of the length. When tongue and groove pipe is used the length of pipe next to the end length shall be cut and a butt joint formed with a collar as detailed in the O.D.O.T. Std. Drawing MC-4. The cost of the joint and collar shall be included in the contract unit price bid for the pertinent pipe item.

MANHOLES, CATCH BASINS AND INLETS

All castings for manholes catch basins and inlets shall conform to those specified in the Standard Construction Drawings or as specified by the Public Services Director. All castings which might be subject to vehicle traffic shall be of the heavy duty grade. Grated inlet tops shall be placed as specified on the plans.

Top of casting elevations are subject to final adjustments as approved by the Public Services Director.

All castings used shall be subject to the final approval of the Public Services Director.

EROSION CONTROL

As applicable, Item 601 is provided in the plans for erosion control. Rock or turf of a stable nature will not be removed in order to place any of these items. The Public Services Director shall check and non-perform quantities or adjust locations and quantities for this item where indicated by field conditions during construction.

CONDUIT END TREATMENT

Immediately after placement of any conduits, the Contractor shall construct the end treatments required by the plans at both the outlet and the inlet ends. This shall include headwalls, concrete riprap, rock channel protection, sodding, etc.

GRADING AT INLETS AND OUTFALLS OF PROPOSED CONDUITS

The cost of the necessary reconstruction and/or regrading of swales or disturbed areas at the inlets and outlets of all proposed conduits shall be included in the price bid for the pertinent conduit and/or inlet/outlet items.

SIDEWALK AND/OR DRIVE APRON FINISH

Finish shall be a broom finish. All joints and outside edges shall be tooled with an edger or joint tool after brooming the final finish. Final finish, joints and edges shall be subject to the approval of the Public Services Director.

CONCRETE DRIVEWAY JOINTS

Transverse contraction joints (tooled joints) shall be spaced not to exceed ten feet (10') center to center.

For driveways constructed wider than twelve feet (12'), a longitudinal contraction joint (tooled joint) shall be placed on the centerline of the driveway in addition to the transverse contraction joints noted above.

Expansion joints formed with one-half inch preformed expansion joint material meeting the requirements of Item 705.03 shall be placed at the following locations. Placement of expansion joint material shall be along neat line.

1. Wherever new concrete meets old concrete.
2. At the back of existing or proposed curb.
3. At the front and back of any concrete walk.
4. At the transverse walk joint on the line of each edge of the driveway produced.
5. At a transverse spacing not to exceed thirty feet (30') between expansion joints on the driveway.

BLOCKAGE OF DRIVEWAYS

The Contractor shall notify residents at least twenty-four (24) hours in advance of when their drives will be blocked during construction.

Where concrete restoration is involved, the inconvenience will be held to a minimum by revising curing specifications and permitting cars to use the driveway within forty-eight (48) hours after pouring. Unless otherwise directed by the Public Services Director, the Contractor will be required to use high early strength

concrete for the construction/reconstruction of concrete driveways and/or driveway aprons. The use of high early strength concrete will also be required for any portion of a sidewalk located within the limits of a driveway.

MAINTENANCE OF DRIVEWAY TRAFFIC

The Contractor shall note that the maintenance of driveway traffic will be a major concern during the length of this project, particularly in regards to the interests of any commercial, retail or office properties.

The Contractor shall conduct their operations so as to maintain driveway traffic through the areas under construction.

The Contractor will be permitted to close paved areas to traffic for a minimum period of time, consistent with the requirements of the specifications for the protection of completed asphalt concrete or plain Portland cement concrete pavement. This may require the Contractor to undertake such measures as part-width construction of the modifications or the placement of temporary material to maintain drive traffic.

If access to any business/office property is involved, an alternate access must be provided if the blockage exceeds one (1) hour. Repeated blocking must allow at least a fifteen (15) minute interval of traffic access every hour.

If two approved access drives serve the same resident or parking area, the Contractor MAY be permitted to close one access at a time. However, prior to said closing, the Contractor MUST contact the pertinent owner and obtain from said owner written permission for the closing. A copy of this permission MUST be submitted to the Public Services Department prior to the closing.

The Contractor shall note that any special measures and/or interim materials required to provide driveway ingress and egress will not be a separate pay item and said cost shall be included in the lump sum price bid for Item 614, Maintaining Traffic.

ADVANCE NOTIFICATION

The Contractor is responsible for the notification of all residents and/or businesses which abut or are located within the project limits. Notification must be given forty-eight (48) hours in advance of the commencement of the work. A blank notification form will be given to the Contractor at the pre-construction meeting and the Contractor shall be responsible for the completion of the form, and the reproduction and delivery of the completed form to each of the affected properties. Failure on the part of the Contractor to deliver said notifications will be sufficient cause to stop work on the particular road.

Payment for this advance notification shall be included in the lump sum price bid for Item 448 Resurfacing and, Item 609 curb repair in Contract 21-1 Road Improvements and shall not be a separate pay item.

SAW CUTTING EXISTING PAVEMENT

The edge of all existing pavement to be removed shall be saw cut, full-depth before removal to obtain a uniform edge. The cost of saw cutting shall be incidental to the item under which it is encountered.

SEALING EDGES

In addition to the pertinent requirements of the C&MS and ODOT Standard Drawing BP-3.1, the following requirements will apply to this contract.

The pavement edges at gutters, curbing and at the termini of butt joints shall be sealed with a four (4) inch wide bead of asphalt cement immediately following the completion of the surface course. The sealant shall be applied neatly and without more than one-half (1/2) inch of the sealant being visible on the vertical surface. The Contractor shall carefully and thoroughly remove any extra sealant applied to the vertical surface at no additional cost.

The pavement edge around catch basins, manholes, valve chambers, etc., shall NOT be sealed after completion of surface course.

Cost of the bituminous material and/or asphalt cement is to be included in the unit prices bid for the pertinent asphalt concrete items.

MEETING EXISTING PAVEMENT

Where the asphalt resurfacing begins or ends, the 448 course will meet existing on a neat line. The term "neat line" means a straight line, and if necessary, the Contractor will use a chalk line to establish said line and will specifically instruct paving crews to provide a neat line.

Within three (3) working days prior to the placing of the proposed surface pavement course, the Contractor shall form a butt joint as per the requirements of O.D.O.T. Std. Drawing BP-3.1.

All termini on the roads being resurfaced shall have butt joints.

Unless otherwise directed, all cross streets shall be resurfaced back to the curb and/or radii returns.

Unless a separate pay item, i.e. Item Spl., Butt Joints, is provided for the forming of the butt joints, all costs involved in the forming of the butt joints shall be included in the unit prices bid for the pertinent asphalt items.

CONSTRUCTION OF ASPHALT COURSES

The Contractor shall note that when the construction of the asphalt course(s) will require two or more passes with the paver in order to totally pave the roadway, the width of the passes **MUST** be adjusted so that the longitudinal joint in the course under construction does **NOT** align with the longitudinal joint in the underlying course, i.e. the joint in the surface course will not be constructed at the same location as the joint in the leveling course. The horizontal offset between joints in the adjacent courses shall be a **MINIMUM** of six (6) inches.

The Contractor shall schedule the paving operations so that the pavement repairs, both partial depth and full-depth, and the construction of the Asphalt Concrete scratch course(s) are constructed within a **maximum of five (5) days** of the removal of the asphalt wearing course(s) in order to minimize the time period that traffic is permitted on the exposed concrete base pavement or on the diminished asphalt pavement.

If the Contractor schedules their operations so that the above requirement is **NOT** met, the Public Services Director shall, after the removal of the wearing course, mark those areas of the base pavement to be repaired under Item Special, Full-depth pavement repair, as per plan (Concrete) or under Item Special, Full-depth pavement repair, as per plan (Asphalt).

The Contractor shall allow a **minimum** of five (5) days between the completion of the scratch course and the placement of the "Petromat" and the construction of the Asphalt Concrete surface course, if using "Petromat" a part of this contract.

The Contractor shall notify the Township a minimum of seven (7) working days prior to the construction of the scratch course. During this time period, the Public Services Director will mark those additional base pavement areas that must be repaired full-depth due to the maintenance of traffic on the base pavement. There will be **NO ADDITIONAL PAYMENT** for the repair of those areas of the base pavement that have been damaged by the maintenance of traffic on the base pavement.

The cost of additional applications of Item 407, Tack Coat, which may be required to meet this scheduling of construction, shall not be a separate pay item and shall be included in the unit price bid for the pertinent asphalt concrete item.

RECLAIMED MATERIALS

For this project, the use of reclaimed materials will be permitted in accordance with the pertinent requirements of the C&MS. A maximum of thirty (30) percent of reclaimed material may be used in Item 301.

ROUNDING CORNERS OF PROPOSED GRADING

Where the cross sections provide for a break in grade or change in slope, the corners shall be rounded for a smooth transition. This shall apply to all grading operations.

TEMPORARY FENCING

The Contractor shall furnish, erect and maintain temporary barricades, lighting and fencing around open trenches during periods when work has stopped for the day. It shall be the Contractor's responsibility to implement and

ensure adequate safety measures throughout the term of this project to assure the safety of the public as specified in Item 614 - Maintaining Traffic and the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways".

"OR APPROVED EQUAL" ITEMS

In the preparation of these documents and plans, several proprietary products may have been specified. In all such cases, it is to be understood that the Contractor may offer a substitute for the specified product, as is indicated by the words "Or Approved Equal." However, the Contractor must be aware that, before commencement of construction, they must provide information to the Public Services Director concerning the substituted product and that the Public Services Director must approve the offered product as being equal to the specified product.

Unless otherwise modified by the Public Services Director, proprietary products are to be installed and/or constructed in strict compliance with the pertinent Manufacturer's specifications.

ITEM 202 - WEARING COURSE REMOVED AND/OR ITEM 254 - PAVEMENT PLANNING

The work on this item consists of removing the existing asphalt wearing surface to the depths and limits specified on the plans or as directed by the Public Services Director. Removal shall be by the method of cold surface planning. The extent of removal, as specified below, shall in all cases be subject to revision by the Public Services Director during construction.

In areas where proposed pavement is to meet existing pavement, the Contractors' attention is called to the requirements of the "Meeting Existing Pavement" note. Cuttings shall be removed from the surface as planning operations proceed and following each pass of the equipment. Before the end of each day's operations, the roadway shall be thoroughly cleaned of all material deposited on the roadway as a result of planning operations. Cleaning shall be carried out using power brooms, vacuum sweepers or other approved methods. Material removed during grinding operations shall become the property of the Contractor.

Effective measures shall be taken to control dust, smoke and the scattering of loose material during planning and cleaning operations. At all times manholes, catch basins, inlets shall be kept open and free of collected cuttings.

The newly exposed surface shall be relatively smooth in profile, free of grooves, ridges, gouges, severe bumps and depressions. Where sound pavement has been gouged, torn or otherwise damaged during planning operations, the damaged areas shall be repaired in a manner satisfactory to the Public Services Director and at no additional cost to the Township.

Care shall be exercised during planning operations so as not to damage manhole covers, frames and grates, chambers, valves, valve boxes, etc. The Contractor shall notify the various utility companies at least forty-eight (48) hours, but not more than seven (7) days, in advance of when planning work will begin so that, if desired, their representatives may be present at the time planning work is performed to locate covers, chambers, valves, and valve boxes where necessary. Any valves, grates, covers, frames, valve boxes, etc., damaged by the Contractor's operations shall be replaced by the Contractor at their expense.

After removing the wearing course, the Contractor shall immediately clean and tack coat an area at least four feet (4') in radius around all utility castings within the removed area and place an asphalt concrete wedge, thoroughly compacted in accordance with Section 401, around the castings in the four foot (4') radius area.

As an alternate method, the Contractor may choose at the time the wearing course is removed to leave a four foot (4') radius wedge of existing surface course around the utility casting to protect traffic, but the Contractor will not be allowed to remove these wedges until the day previous to placing asphalt surfacing on the street. Where manholes or valve chambers are within an area where wearing course is to be removed and have previously been adjusted with adjusting rings, the Contractor shall also have the option of removing the adjustment ring. If the Contractor chooses to remove the adjusting ring, they shall reinstall the rings immediately prior to resurfacing the street. No additional compensation will be paid for the placing of asphalt wedges, the removal and reinstallation of adjusting rings or the separate removal of existing wearing course left around the castings. These costs shall be included in the cost of removing the wearing course.

Any asphalt curb encountered within the work limits designated to be removed by the Public Services Director shall be included as a part of this item.

The approximate limits and depth of removal are to be as noted on the plans. The Contractor shall note that in those cases where the plans and/or typical sections require the removal of the existing asphalt material to a concrete base pavement or to a particular depth so as to allow the construction of a specified thickness of new asphalt, the plans indicate an **AVERAGE** depth of asphalt removal, either by showing average minimum and maximum thicknesses or indicating a variable average thickness for the pavement removal. This information has been based either on the best available records or on core samples, and said information will be made available to the Contractor at their request.

Under this pay item, the Contractor shall be responsible for the removal of the asphalt material to the required depth and **NO** additional compensation will be made for variations found in the thickness of the asphalt removed unless the Contractor can demonstrate that the thickness of asphalt removed **substantially** increased and thereby required another pass of the grinding machinery. In this regard, it shall be assumed that the machinery can, in one pass, remove six (6) inches when removing to a concrete base, or three and one half (3 ½) inches when removing to a specified elevation.

The work to be performed under this item shall also **include** the preparation of a neat, straight joint, i.e. a butt joint, at **ALL** termini of the project.

Payment for the removal of the wearing course will be made at the unit price bid per square yard for Item 202, Wearing Course Removed and/or Item 254, Pavement Planning.

ITEM 407 - TACK COAT: TRACK LESS

This item shall consist of applying Item 407 - Tack Coat at a rate of 0.10 Gal./Sq.Yd. as directed in O.D.O.T. Item 407.

In accordance with 407.06 of the specifications, any areas exposed to traffic after application of the bituminous material shall, at the discretion of the Public Services Director, have sufficient dry cover aggregate applied to prevent pickup or tracking [three (3) to five (5) pounds per square yard].

The tack coat shall be evenly distributed by a spray bar to the pavement in such a manner as to cover the pavement uniformly. Over spray on curbs, adjoining pavements and other roadside facilities shall not be tolerated and the Contractor shall be responsible for clean-up of any areas or facilities receiving over spray.

No separate payment shall be made for this item, the cost of which shall be included in Item 448.

ITEM 452 - 7" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT

The work under this item generally consists of replacing existing concrete driveways removed to facilitate the roadway improvement. The Contractor shall construct the new driveway according to the size, shape and location as indicated on the plans, unless otherwise directed by the Public Services Director. This item also includes the shaping and preparing of the subgrade, as necessary, and the furnishing, placing, finishing and curing of the concrete.

Payment for the above work will be made at the unit price bid per square yard for Item 452, 7" Plain Portland Cement Concrete Pavement.

ITEM 604 - MANHOLES/CATCH BASINS ADJUSTED/RECONSTRUCTED TO GRADE

The work to be done under these items is detailed as follows:

1. Where Sanitary or Combination sewer manholes are to be adjusted to final pavement grade using shim rings, the shim rings shall be provided by MSD and installed by the Contractor. This item shall include labor cost only (materials - \$0.00) and is to be in conformance with City of Cincinnati Drawing Acc. No. 49058. The labor cost shall include the costs of picking up said rings at the MSD storage yard, hauling said rings to the site, and installing said rings at the required location. Payment for this work will be made at the unit price bid for Item 604, Sanitary Manhole Adj. to Grade (Shim Ring by MSD).

2. Where Storm manholes are to be adjusted to final pavement using shim rings, shim rings of the proper dimensions shall be provided by and installed by the Contractor in conformance with City of Cincinnati Drawing Acc. No. 49058. The shim rings to be used in these adjustments shall be obtained from Neenah Foundry Company (513/621-6735), East Jordon Iron Works (800/626-4653) or shall be an Approved Equal. Payment for this work will be made at the unit price bid per each for Item 604, Storm Manhole Adj. to Grade (Ring).
3. Where Sanitary or Storm Sewer manholes are to be adjusted more than three inches (3") above the elevation of the original casting, the Contractor shall carefully remove the existing ring(s) and casting and adjust the manhole to final pavement grade by using Pre-Cast Rings-Acc. NO. 49058-A (brick and mortar when casting rings are not possible), in conformance with City of Cincinnati Drawing Acc. No. 49058. For Sanitary or Combination sewers, the Contractor shall obtain all necessary new castings from MSD and the Contractor shall deliver all existing shim rings from these manholes to MSD. For Storm Sewers, the Contractor shall provide new castings as necessary and shall store the existing shim rings on the project site for pickup by Colerain Township Maintenance crews. Payment for this work will be made at the unit price bid per each for Item 604, Storm Manhole Adj. to Grade (Brick & Mortar) or Item 604, Sanitary Manhole Adj. to Grade (Brick & Mortar).

As directed in the field by the Public Services Director, the Contractor shall, after adjusting the catch basin to grade, tuck point with concrete the area between the curb casting and the basin back wall. There will be no separate pay item for this work and cost of said work shall be included in the above items.

ITEM 604 - MANHOLES RECONSTRUCTED TO GRADE

1. Where Sanitary manholes are to be adjusted to a final grade more than twelve (12) inches above the existing dome or where the existing manholes have substandard or damaged manhole castings, the manholes shall be reconstructed to grade in conformance with City of Cincinnati Drawing Acc. No. 49058-A. New castings, if needed, will be provided by MSD from the storage yard at 225 West Galbraith Road. Payment for this work will be made at the unit price bid per each for Item 604, Sanitary Manhole Reconstructed to Grade.
2. Where storm manholes are to be adjusted to a final grade more than twelve (12) inches above the existing dome or where the existing manholes have substandard or damaged manhole castings, the manhole shall be reconstructed to grade in conformance with City of Cincinnati Drawing Acc. No. 49058. New castings, if needed, will be provided by the Contractor. Payment for this work will be made at the unit price bid per each for Item 604, Storm Manhole Reconstructed to Grade.

ITEM 604 - WATER VALVE CHAMBER ADJUSTED TO GRADE

The method of adjusting water valve chambers to grade will be determined by the Public Services Director. Normally the adjustment will be made by means of an adjusting ring.

Rings for adjusting water valve chambers to grade will be **FURNISHED BY THE CONTRACTOR**.

In event of the following, the Contractor shall adjust the castings to the proposed finished grade, using brick masonry.

1. The chamber casting has previously been adjusted with an adjustment ring.
2. The chamber is located within an area of pavement to be removed and replaced.
3. The rings are not available or the rings on hand are not of proper size.

The Contractor shall notify the Cincinnati Water Works two (2) days prior to the start of the construction.

Replacement of castings broken and/or needing replacement due to no fault of the Contractor will be furnished by the City of Cincinnati Water Works and shall be obtained by the Contractor at C.W.W. Salvaged existing castings shall be delivered to C.W.W. The cost of hauling castings shall be included in the unit bid for this item.

Payment for water valve chamber adjustments will be made at the unit price bid for either Item 604, Water Valve Chamber Adjusted to Grade with Brick & Masonry or Item 604, Water Valve Chamber Adjusted to Grade with Ring.

ITEM 614 - MAINTAINING TRAFFIC

The Contractor shall maintain traffic through the project at all times. The Contractor shall adequately mark, through the use of barrels, flashing lights, portable gates and/or other devices approved by the Public Services Director, the limits of the project area and those areas of the site which are temporarily closed to traffic. ***They shall post streets the streets No Parking tomorrow or its equivalent no later than 2:00 p.m. on the day prior to beginning work.***

During the course of the normal working day, the Contractor shall insure the safety of the public by providing a sufficient number of flaggers to assist the traffic flow through the construction area. If, at the completion of the normal working day, any trench for pavement construction and/or construction of proposed sewer has not been completely backfilled and restored, a temporary cover, such as a metal plate or another approved device, shall be placed over that portion of the trench remaining open.

During the removal of the asphalt wearing course, the repair of the base pavement and/or the construction of the asphalt courses for the roadway, the Contractor will be permitted to close one lane of pavement while maintaining traffic in the other lane on an alternating flow basis. The closing of the lane to traffic will be permitted during the above operations and for the periods of time consistent with the requirements of the specifications for the protection of the completed asphalt courses.

Colerain Township Public Services Department requires a notification call (385-7502) of the streets being posted by 4:00 p.m. the same day it is posted. It shall be the Contractor's responsibility to strictly adhere to all applicable sections for the maintenance of traffic, public safety and public convenience as set forth in the O.D.O.T. "Construction and Material Specifications" and the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways". The Contractor will not be permitted to begin any phase of work until the required standard barricades, warning signs, etc. are in the proper position. The devices provided for this requirement must be in first class condition.

Faces of construction signs, barricades, vertical panels and drum bands shall be reflectorized with type "G" sheeting, complying with the requirements of 730.19.

Payment for the above work, including cost of interim materials, signs, etc., will not be a separate pay item but shall be included in the unit prices bid for other project items.

PROTECTION OF RESTORED SOIL AREAS

In those areas to be restored by seeding, mulching, or sodding, the Contractor shall adhere to the watering requirements as specified in the pertinent sections of the C&MS.

In addition to these specifications, at the time the seeding or sodding is placed, the Contractor shall be responsible for the notification of the abutting property owner as to the required future maintenance of these areas, i.e. watering, after the completion of the Contractor's responsibility. The Public Services Director will furnish an informational form letter to the Contractor and the Contractor shall be responsible for the reproduction and delivery of the form to each of the affected properties. Failure on the part of the Contractor to deliver said forms may be determined by the Public Services Director to be sufficient cause to extend the period of time for which the Contractor is responsible for the proper watering of the area, at NO additional cost to the project.

Any costs involved in the distribution of the forms will not be a separate pay item and shall be included in the unit prices bid for the other pertinent items.

ITEM 659 - SEEDING AND MULCHING and/or

ITEM 660 - SODDING and/or

ITEM SPL - SEEDING AND EXCELSIOR MATTING

Within the construction limits as shown on the plans or as modified by the Public Services Director, the Contractor shall restore all disturbed earth areas with topsoil meeting the requirements of Item 653 and Seeding and Excelsior Matting in accordance with Item SPL, or seeding and mulching in accordance with Item 659 or sodding in accordance with Item 660. The type and limits of the restoration shall be as designated on the plans or as directed by the Public Services Director.

The earth area shall be excavated to a depth to allow a layer of topsoil, which will be at least three inches (3") in depth when compacted, to be spread so that the surface of the seeded or sodded area after facing will conform to the grade indicated in the plans or as directed by the Public Services Director.

Commercial fertilizer (12-12-12) applied at the rate of twenty (20) pounds per one thousand (1,000) square feet shall be incorporated into the areas to be seeded or sodded as per 659.08 and 660.04.

The costs of preparing the earth area for the topsoil, furnishing and placing the topsoil and furnishing and placing the commercial fertilizer shall be included in the unit price bid for the pertinent Item SPL, 659, and/or 660.

For Item 659, the seed mixture and the rate of sowing shall be stipulated in Section 659.09.

Should the specification requirements for watering be inadequate due to dry weather and soil conditions at the time the seed and sod are placed and up to the time the project is accepted by the Township, the Public Services Director may require additional watering over and above the Specification requirements. When so directed, additional water applications shall be repeated as often and in the quantities deemed necessary by the Public Services Director. Watering over and above specification requirements shall be paid for separately at the unit price bid per thousand gallons applied as specified in the change order that the Public Services Director will issue in regards to the watering requirement for this project.

Any disturbed areas outside of the construction limits shall be restored at the Contractor's expense.

Payment for the above work will be made at the unit price bid per square yard for Item 659, Seeding and Mulching; Item 660, Sodding; or Item SPL, Seeding and Excelsior Matting.

REMOVAL OF EXISTING CURB OR CURB & GUTTER

The Contractor shall note that, where the plans require the removal of existing curb or curb and gutter, the replacement of the curb or curb and gutter or the paving operations shall be scheduled so that a **MINIMUM** time period is allowed between the removal operation and the replacement operation. The Contractor **MUST** take any and all measures to provide adequate and sufficient drainage during the period of time that no curb or curb and gutter exists, including, but not limited to, the installation of pipes or the construction of temporary curbs. The Contractor **WILL** be solely responsible for and liable for any and all damage that is attributable to inadequate measures taken to provide for proper and adequate drainage.

The cost of providing the necessary drainage measures **WILL NOT** be a separate pay item and shall be included in the unit prices bid for the pertinent items.

ITEM 609 - CONCRETE CURB REPAIR

This item shall include all labor, equipment and material necessary to saw cut, remove and dispose of existing curb, construct the replacement curb, and restore the adjacent grass areas with topsoil and sod.

The replacement curb shall, in general, match the existing curb as to line and grade. However, the Contractor shall grade the new curb so as to drain in conformance with the drainage patterns of the street.

Existing contraction joint pattern shall be maintained, but the maximum spacing between contraction joints shall be ten (10) feet. Expansion joints shall be constructed on a maximum spacing of thirty (30) feet. Where

replacement curb begins or ends at the existing expansion joint, the Contractor shall install new expansion joint material, the cost of which is to be included in the unit price bid for the curb repair.

Finish of the replacement curb shall be a light brush finish.

The Contractor shall note that the concrete curb details as shown on the plans may be modified by the Public Services Director in the field in order to properly match the various dimensions of the existing curb which is to be removed.

Payment for the above work will be made at the unit price bid per linear foot for Item 609 - Concrete Curb Repair.

Section D. Financial Arrangements and Insurance

The steps listed below are specified in Section 153.54 of the O.R.C., unless otherwise stated:

1. Each Bidder who submits a Proposal for this project must complete and include one of the following forms: "Bid Guarantee and Contract Bond", included as Part III, B (1) **OR** the "Cash Equivalent Form", included as Part III, B (2). If the Part III, B (1) form is submitted, the Surety Bond shall be for the full amount of the Proposal price submitted. If the Part III, B (2) form is submitted, the check or letter of credit shall be for ten percent (10%) of the Proposal price submitted.
2. The Bid Guarantee submitted by Bidders who are not awarded the Contract shall be returned to them at the time the Contract is signed with the successful Bidder.
3. If the Bidder who is offered the Contract refuses to sign it for any reason other than those provided in Sections 9.31 and 153.54 (G) of the O.R.C., the Township shall lay claim on the Bid Guarantee submitted for an amount not to exceed ten percent (10%) of the Proposal price of that Bidder.
4. The Bidder who is offered the Contract must provide a Performance Bond in an amount equal to the Contract price. If a Surety Bond in the amount of the total Proposal price was submitted as the Bid Guarantee [Part III, Section B (1)], this Surety Bond will be converted into the Performance Bond. If a check or letter of credit was submitted as the Bid Guarantee [Part III, Section B (2)], a Surety Bond [Part III, Section B (1)] in the total amount of the Contract price must be submitted as the Performance Bond and the check or letter of credit will be returned to the Bidder.
5. In accord with ORC 9.311, the Bid Guarantee and Contract Bond and the Performance Bond shall include a statement that the Surety issuing said Bond(s) is authorized to execute Bonds in the State of Ohio and that the liability incurred by issuing said Bond(s) is within the limits of ORC 3929.121. Failure of the Surety to include this statement shall NOT cause the bid to be rejected if the Surety provides evidence that the Surety is authorized to execute Bonds in the State and that the liability incurred is within the limits of ORC 3929.121.
6. The Contractor shall have full responsibility for the safety of all employees, all subcontractor(s) and/or material supplier(s), all employees of subcontractor(s) and/or material supplier(s) and the traveling public within the project limits. The Contractor shall also be responsible for the integrity and safety of all private properties within the project limits and for the safety of all persons and vehicles moving through the private property within the project limits. Project Limits shall be determined as areas within the construction zones as defined by construction signing and other areas where the Contractor(s), in the course of work on the project, have altered and/or modified existing conditions.

Accountability by the Contractor for the items noted above shall commence upon the date that work commences on the project and shall terminate upon the acceptance date of the project by the Township as defined in Section III, Part K (4).

The Contractor shall hold the Township and all of its personnel harmless against claims of negligence. The Contractor shall provide the Township with copies of the insurance policies providing the coverages shown in subsection ten (10) below.

7. If, at any time after entering into the Contract, the Contractor fails to pay workers, material suppliers, or Subcontractors, the surety for the Performance Bond shall be subject to paying such bills in accord with Section 153.56 of the O.R.C. If the Contractor fails to pursue the work in a satisfactory manner, the Township may apply to the surety to complete the project in accord with Sections 153.17, 153.54 © or 5555.68 of the O.R.C. or Item 108.08 of the Ohio Specifications.
8. In accord with Sections 153.12 and 153.14 of the O.R.C., the Township shall make payments to the Contractor as the work progresses. Not more than ninety-two percent (92%) of the value of completed work shall be paid at any time prior to completion of fifty percent (50%) of the total project after which, the full amount of additional estimates of progress shall be paid. The Contractor may submit bills to the Township for up to ninety-two percent (92%) of the cost of materials delivered to the project site but not yet incorporated into the construction.
9. In accord with Section 153.14 of the O.R.C., the Township shall make payments on such estimates within thirty (30) days of approval by the Public Services Director.
10. All money withheld from payment on the periodic estimates of work completed may be deposited into an escrow account mutually agreeable to the Contractor and the Township, as required by Section 153.63. The net income of money so held shall accrue to the benefit of the Contractor, as set forth in the Escrow Agreement [Part IV, Section D (1)]. This Escrow Agreement may be waived by the Contractor and the Township signing the Waiver of Escrow [Part IV, Section D (2)].

INSURANCE REQUIREMENTS

GENERAL

It shall be the responsibility of the Contractor to protect all life and property, and to protect himself, Subcontractors and Colerain Township from liability claims which may arise from operations carried out in the performance of this Contract.

The Contractor shall secure Workmen's Compensation Insurance, Commercial General Liability Insurance, and Comprehensive Automobile Liability Insurance as described in the State of Ohio Specifications, Sec. 107.14.

Insurance coverage in the minimum amounts set forth below shall not be construed to relieve the Contractor from liability in excess of such coverage.

Insurance may not be changed or canceled unless the Insured and the Colerain Township Public Services Director are notified in writing not less than thirty (30) days prior to such change or cancellation. If any part of the Contract is sublet, the Contractor is responsible for the part sublet being adequately covered by Insurance specified herein.

In the event that the Contractor provides evidence of insurance in the form of Certificates of Insurance, valid for a period of time less than the period during which the Contractor is required by terms of this Contract to maintain insurance, said Certificates shall be acceptable, but the Contractor shall be obligated to renew their insurance policies as necessary and to provide new Certificates of Insurance from time to time, so that the Public Services Director is continuously in possession of evidence that the Contractor's insurance is in accordance with the foregoing provisions.

Section D. Financial Arrangements and Insurance

In the event that the Contractor fails or refuses to renew their insurance policies, or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required by \$500,000.00 or more, or modified so that the insurance does not meet the requirements of this item, the Public Services Director may refuse to make payment of any further monies due under this Contract.

PROOF OF COVERAGE

Two (2) certified copies of the required insurance policy/policies **and** two (2) copies of the Workmen's Compensation Certificate(s) or the Certificate(s) of Ohio Industrial Commission approval shall must be delivered prior to the Pre-Construction Meeting or the commencement of any work under this Contract.

All Proof(s) of Insurance shall clearly set forth all exclusions and deductible clauses.

The Proof(s) of Insurance coverage provided by the Contractor(s) to the Office of the Public Services Director in conjunction with this Contract shall include a Certificate and/or Endorsement naming Colerain Township as an Additional Insured under the policy/policies.

WORKMEN'S COMPENSATION INSURANCE

The Contractor shall obtain Workmen's Compensation Insurance for all of the Contractor's employees employed under this Contract. In case any work is sublet, the Contractor shall require the Subcontractor(s) similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection provided by the Contractor. Self-insurers shall furnish Ohio Industrial Commission approval as such to the Public Services Director.

COMMERCIAL GENERAL LIABILITY INSURANCE

The **minimum** limits of liability for this insurance shall be as follows:

General Aggregate Limit	\$3,000,000.00
Products - Completed Operation	
Aggregate Limit	\$3,000,000.00
Personal and Advertising Injury Limit	\$3,000,000.00
Each Occurrence Limit	\$3,000,000.00

The above minimum coverages may be obtained through primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The Comprehensive Automobile policy shall cover owned, non-owned, and hired vehicles with **minimum** limits as follows:

Bodily Injury & Property Damage Liability Limit	
Each Occurrence	\$3,000,000.00

OTHER INSURANCE

The Contractor shall also obtain, as necessary, the types of insurance in the amounts specified herein and as described in the State of Ohio Specifications.

When Standard Public Liability and Property Damage Insurance Policies do not cover special hazards such as accidents arising from operation of trucks and automobiles off the site of the work, separate Motor Vehicle Personal Injury and Property Damage Insurance, including hired carrier Endorsement and Non-Ownership coverage, shall be taken out by the Contractor in all cases where such hazards may be involved.

Section E. Labor Costs and Reports

1. The Contractor and any Subcontractor(s) that may be engaged, shall comply with every pertinent section of Chapter 4115 of the O.R.C. entitled "Wages and Hours on Public Services". A summary of these requirements is given in Part IV, Section E.
2. The Contractor shall pay all workers on the project not less than the minimum wages and benefits prescribed for the various trades by the Ohio Department of Industrial Relations during the life of the Contract. If the project involves Federal funding, the Federal requirements for wages and hours shall prevail.
3. Part IV, Section E also gives the minimum wages and benefits for various trades which were required at the time of publication of this document. The Bidder must be aware that these rates may change by the time the Contract is awarded, and that the rates in effect at that time must be paid.
4. The Contractor shall post a list of the prevailing wage rates on the project site, pay all wages earned at the end of each week, and submit a copy of each weekly payroll to the Public Services Director.
5. Failure to pay the prevailing wages, or violation of any requirement of Chapter 4115 of the O.R.C. shall be considered a breach of the Contract, and the Surety guarantee of the Contract may be invoked.

Section F. Preparation of Proposal Price

1. The Public Services Director has prepared a careful estimate of the quantities of the various types of work and materials involved in the completion of this project. This data is shown on the Bid Tabulation sheet which accompanies the Proposal form (Part III, Section C).
2. The Township does **NOT** guarantee that the quantities shown are correct. Therefore, the actual amounts of work to be performed or materials required under each item of work may vary from those shown.
3. The Bidder shall establish a price for each item of work listed on the Bid Tabulation form (Part III, Section C). Where lump sum is indicated, the Bidder shall submit an all-inclusive price for the item. Where units are indicated, the Bidder shall submit an all-inclusive price per each unit of the item. In all cases, unless otherwise stated on the Bid Tabulation form, the all-inclusive prices presented shall include all labor, equipment and materials.
4. If the Special Provisions (Part II, Section C) and the Bid Tabulation (Part III, Section C) invite bids on alternate ways of performing the work, the Bidder shall submit a total price for completing the work by one or more such alternate.
5. **CONTINGENCY ITEM:** A contingency amount is included on the Bid Tabulation forms. The Public Services Director will use this amount to cover changes to or additions of work directly relevant to the completion of the work in the Contract. The Public Services Director will issue a Change Order per the Contract for any and all work to be compensated utilizing the Contingency amount prior to the commencement of the work.

The Contingency amount will be available throughout the Contract and will be authorized through the required Change Order(s), but will only be dispensed if and when the need arises. If some or all of the Contingency amount is not expended during the Contract, the remaining Contingency amount will accrue to Colerain Township and NOT to the Contractor.

6. In accord with Section 102.13 of the Ohio Specifications, any Proposal may be rejected if the prices bid for various items of work appear to be unbalanced. When the question of unbalancing occurs, the Public Services Director reserves the right to request justification for the price bid before awarding the Contract.
7. The Contractor shall be paid for work completed, as explained under Financial Arrangements and Insurance (Part II, Section D), on the basis of a) the number of units actually completed multiplied by the pertinent unit price bid for that item and b) the total price bid for each "Lump Sum" activity completed. Unless otherwise amended according to the provisions of this Contract, the total amount paid shall not exceed the total Proposal price.

8. When it is deemed necessary, in the opinion of the Public Services Director to increase or decrease quantities of items of Bid Work or to add non-bid items of work, this shall be accomplished by means of Change Orders or extra work Contracts executed by both parties to the Contract. The resulting revised total price of the Contract shall, until other similar changes, be considered the total Proposal price.
9. The Bidder is cautioned to check all calculations used in arriving at unit prices, the extension of unit prices for total bid prices, and all additions with extreme care. The unit prices as presented by the Bidder shall become binding in determining total Contract price.

Section G. Contingencies

1. If the Plans or Specifications say that a task is to be done "at the direction of the Public Services Director", the Public Services Director shall give the Contractor instructions as to how to proceed, and the Contractor shall be paid for the various items of work at the unit Proposal prices for such items.
2. If completely unexpected contingencies arise, so that the Contractor cannot complete the project within the specified time or at the Contract price, the Contractor shall negotiate with the Township for additional time and/or compensation. The provisions of the O.D.O.T. C. & M. S., Section 104.02 shall be generally followed in resolving such situations. These changes must be formally approved by the Board of Trustees or Administration prior to execution of the work.
3. If new regulations affecting the project are enforced by any level of government, and these regulations create costs which could not be foreseen when the Contract was signed, the Contractor shall have the right, under Section 153.62 of the O.R.C., to negotiate revised terms of payment to cover such costs.

Section H. Opening and Evaluation of Proposals

1. The Township reserves the right to reject all Proposals and/or to waive minor irregularities which may appear in the Proposal judged to be the lowest and best.
2. At the time announced in the Notice to Bidders (Part I) for opening Proposals, each Proposal shall be opened in public and the Township shall read out the total Proposal price of each Bidder.
3. Within the next thirty days, the Township shall examine each proposal to make certain that all requirements of Part III have been properly met, to verify all calculations and price extensions, and to determine the lowest and best Proposal.
4. If no Proposal is found to be lowest and best, either because of flaws found during the analysis, or because the lowest price is more than ten percent (10%) greater than the engineers estimate, all Proposals shall be rejected.
5. The Bidder submitting the Proposal judged to be lowest and best must be prepared to demonstrate to the Township that it is capable of carrying out the project in a satisfactory manner.
6. The procedure outlined in steps 1 through 3 of Financial Arrangements and Insurance (Part II, Section D) shall be followed.

Section I/J. Events at Signing of Contract

1. After all steps in Section H have been completed, the Township shall notify the successful Bidder of the time and place for signing the Contract.
2. Steps 4 through 8 of Financial Arrangements and Insurance (Part II, Section D) shall become operative.
3. The Township shall furnish the Contractor with the information about the wages and benefits which must be paid to all employees of the Contractor and any Subcontractor(s) on the project.
4. If the Bid Tabulation included alternative procedures, the Township shall notify the Contractor of which alternative is to be built.

5. The Contract shall be signed and executed by all parties and the surety for the Performance Bond shall be notified in writing by the Township.

Section K. Events After Signing of Contract

1. A pre-construction meeting shall be held by the Public Services Director for the Contractor and other interested persons to thoroughly discuss the plan of action to be followed in carrying out the project. At this meeting, the Contractor shall provide the name, address, and telephone number of every Subcontractor expected to be used on the project. No work shall be commenced by the Subcontractor until the necessary affidavits are submitted, reviewed, and approved.
2. Before construction may begin on the project site, the Contractor shall:
 - (a) Consult with the Public Services Director on the implementation of the traffic control system(s) which shall be used during various stages of the project.
 - (b) Advise the Ohio Utility Protection Service, and each utility company that has facilities in the vicinity of the project site, that construction will begin on a specific date, and request that each one take steps to mark the location of each item of its facility in the field, and to take steps to protect the integrity of its facility.
 - (c) Work with the Public Services Director to establish routes for moving heavy equipment and materials to and from the project site in order to protect the integrity of highway pavements and bridges. If any pavement or bridge not on an approved route is damaged by the movement of equipment or material related to this project, the Contractor shall be liable for the cost of repairing same without reimbursement.
 - (d) Obtain from the Township a Certificate of Exemption from Ohio Sales Tax which might be levied on materials used in this project.
 - (e) Submit to the Public Services Director an inventory of all significant equipment which is in use on the job site. This inventory must be corrected each time a piece of such equipment is brought to, or removed from, the job site. The Public Services Director will not recognize time charges for any equipment which is not on the current inventory list.
 - (f) Obtain from the Township a "Notice of Commencement" for the project and furnish a copy of this notice to all supplies, subcontractors and all other necessary parties, e.g. the Bond Surety.
3. The Contractor and any Subcontractor(s) shall follow instructions under Labor Costs and Reports (Part II, Section E) in detail.
4. Partial payments for work completed shall be made as described under Financial Arrangements and Insurance (Part II, Section D).
5. The Contractor is advised that Federal and State of Ohio Laws, Regulations and Rules regarding safety and welfare of employees, and others, pertain to this project, and require that the pertinent provisions of same be satisfied during the conduct of the work, by the contractor.

The Contractor is advised that the Township's representative(s) on this project is protected by all applicable Federal, State and local laws, regulations and rules regarding the safety and welfare of employees, especially Federal or State OSHA and Ohio Industrial Commission, and specific safety requirements of the Ohio Bureau of Worker's Compensation relating to construction (ORC 4121:1-3). This agreement requires that all pertinent provisions of same shall be satisfied during the conduct of the work. The Public Services Director specifically reserves the right to remove their representative(s) from the project at any time without prior notice, if the failure to comply with these regulations places their representative(s) at risk.

While the Inspector is removed from the project due to safety reasons, the Contractor will **NOT** be paid for items completed without the Inspector's verification.

6. The Contractor shall meet all pertinent requirements of the Ohio Environmental Protection Agency relating to air and water pollution and the handling of solid materials.

7. The Contractor shall complete the project in a neat and workmanlike manner in accord with the Plans and Specifications. All work shall be inspected and approved by the Public Services Director.
8. After the Public Services Director has given final approval on the project, the contractor shall provide written evidence that every worker, Subcontractor, and material supplier has been paid in full before the Township makes the final payment on the project.

Section L. Final Acceptance of Project

1. After notification of the Public Services Director by the Contractor that the Contract work has been completed, the Public Services Director shall schedule an inspection of the total project. At the Contractor's option, a representative of the Contractor may be present during this inspection. The Public Services Director shall prepare and submit to the Contractor a list of the deficiencies, if any, on the project. After the required corrections/modifications have been made by the Contractor and the Public Services Director so notified, a final inspection shall be scheduled by the Public Services Director. Should the first inspection mentioned above result in **NO** deficiencies being found, then that inspection shall be considered the final inspection.
2. After the satisfactory completion of the final inspection, i.e. **no** deficiencies found during the inspection, the Public Services Director shall notify the Contractor of said completion. The Contractor shall then provide written evidence that every worker, subcontractor and material supplier has been paid in full. Upon receipt of this information by the Public Services Director, the contract work shall be considered to be approved.
3. The Contractor may then submit, in writing, a request for the release of the Performance Bond and the Contractor shall, as applicable, submit the two (2) year Maintenance Bond for the Item 448 material.

It shall be noted that the obtaining of the release by the Public Services Director of the Performance Bond and/or the Maintenance Bond is the responsibility of the Contractor.
4. The Public Services Director shall determine the As-Built Quantities for the project and shall prepare a Final Acceptance Letter for the Contractor's signature.
5. The date of the signing of the Final Acceptance Letter by the Contractor shall be considered to be the Final Acceptance Date of the project by the Township.
6. Based upon the As-Built Quantities listed in the Final Acceptance Letter, the Public Services Director shall proceed to make a final payment to the Contractor for the project.

SPECIFICATIONS FOR RESURFACING

SCOPE OF WORK

The contractor shall provide all tools, equipment, labor, maintenance of traffic and materials necessary to resurface, including all necessary work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

RESURFACING

The following streets are to be resurfaced with Item 448 Asphalt Concrete Surface Course, Type 1, (448) PG 64-22 with a minimum compacted depth of one and one half inches (1.5"). Item 448 Asphalt Concrete Intermediate Course, Type 1, (448) PG 64-22 (Scratch) with a minimum compacted depth of one inch (1")

RESURFACING AND PREPARATORY WORK

All streets and locations must be cleaned and loose material removed as per 401.12 State Department of Transportation Construction and Material Specifications before the resurfacing material is applied.

All manholes or valve chambers shall be adjusted before resurfacing. All adjusting rings must fit tight to prevent movement or rattles.

ORDER OF WORK

The Chronological order in which the work phases shall be done on streets are as follows: (or as directed by the Public Services Director) 1) Sawcut and remove existing curb and curb replacement & catch basin reconstruct 2) rotomilling, full and partial depth pavement repairs, as directed 3) scratch course resurfacing (only to proposed face of gutter plate limits or to the curb limits as directed by director) 4) storm and sanitary sewer manhole adjustments and surface course resurfacing.

ITEM 448 ASPHALT CONCRETE

- 448.01 Description**
- 448.02 JMF Field Adjustments**
- 448.03 Reports**
- 448.04 Acceptance**
- 448.05 Basis of Payment**

448.01 Description. This work consists of constructing a surface course or an intermediate course of aggregate and asphalt binder mixed in a central plant and spread and compacted on a prepared surface.

The requirements of Item 441 apply, except as modified by this specification.

The Department will determine acceptance of the mixture by Lot, based on the composition of random samples taken and tested by the Contractor and verified by the Department.

448.02 JMF Field Adjustments. Determine the need for any JMF gradation adjustments, provided for in 441.05, from the results of quality control and Department verification tests of the first two acceptance lots. Following adjustment, the Department will apply the adjusted JMF, for acceptance purposes, to the entire production including the first two lots. Give the DET written notice of JMF adjustments no later than the end of the first workday following the notification of verification test results of the second acceptance lot.

For projects with less than two acceptance lots or for any JMF that will no longer be used on a project, give the DET written notice of any JMF gradation adjustments within 1 workday following the notification of acceptance test results.

ITEM 448 ASPHALT CONCRETE

448.03 Reports. Refer to Item 403 for reporting requirements.

448.04 Acceptance. Refer to Item 403 for acceptance requirements.

448.05 Basis of Payment. The Department will pay for accepted quantities, completed in place, at the contract prices, or at the contract price as modified in 448.04, as follows:

Item	Unit	Description
448	Cubic Yard (Cubic Meter)	Asphalt Concrete Surface Course, Type 1, PG 64-22
448	Cubic Yard (Cubic Meter)	Asphalt Concrete Intermediate Course, Type 1, PG 64-22

BUTT JOINTS

Butt joints shall be formed at the limits of surface course in roads previously surfaced with asphalt by removing the existing asphalt to match the resurfacing depth and tapering the surface course to the existing surface in a distance that provides an acceptable profile. All cross streets shall be resurfaced back to the curb returns, with a butt joint unless otherwise directed (see listing for locations of butt joints). Butt joints are not to be a separate pay item, cost shall be included in Item 448 Asphalt Concrete Surface Course, Type 1, (448) PG 64-22

ITEM 407 - TACK COAT: Trackless

This item shall consist of applying Item 407 - Tack Coat at a rate of 0.10 Gal./Sq. Yd. as described in ODOT - C & MS 406.

No separate payment will be made for this item, the cost of which shall be included in Item 448 Asphalt Concrete Surface Course, Type 1, (448) PG 64-22

In accordance with 407.06 of the specifications any areas exposed to traffic after application of the bituminous material shall, at the discretion of the Public Services Director, have sufficient dry coverage aggregate applied to prevent pickup or tracking. The cost of any cover aggregate use is to be included in the 402 and/or 448 Items.

All turnarounds shall be resurfaced regardless of type.

All contact surfaces of curbing, gutters, manholes, and other structure shall be painted with a thin uniform coating of bituminous material prior to the 448 course being placed against them as per Section 401.12 of the Specifications. The cost is to be included in the unit price bid for Item 448 Asphalt Concrete Surface Course, Type 1, (448) PG 64-22

All edges of the newly placed 448 course shall be sealed after resurfacing, both at the curbs and at the beginning and end of the new surface. Sealing shall be made with asphalt cement meeting specifications as that used in Item 448. The cost is to be included in the unit price bid for Item 448 Asphalt Concrete Surface Course, Type 1, (448) PG 64-22. All edge sealing shall be accomplished within five (5) days after placement of the 448 Item.

ITEM 452 - 7" PLAIN PORTLAND CEMENT CONCRETE PAVEMENT

The work under this item generally consists of replacing existing concrete driveways removed to facilitate the roadway improvement. The Contractor shall construct the new driveway according to the size, shape and location as indicated on the plans, unless otherwise directed by the Public Services Director. This item also includes the shaping and preparing of the subgrade, as necessary, and the furnishing, placing, finishing and curing of the concrete.

Payment for the above work will be made at the unit price bid per square yard for Item 452, 7" Plain Portland Cement Concrete Pavement.

ITEM 604 - MANHOLES ADJUSTED TO GRADE

This item shall include the adjustment to grade of storm and sanitary manholes as detailed below:

Storm sewer manholes shall be adjusted to final pavement grade using shim rings supplied and installed by the contractor for the unit price bid for:

In the event shim rings cannot be used, adjustments shall be made with brick and mortar.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
604	Storm Manhole Adjusted to Grade With Shim Ring	Each
604	Storm Manhole Adjusted to Grade With Brick and Mortar	Each

For sanitary sewer manholes, the shim rings and standard castings required to make the needed adjustments may be picked up at Metropolitan Sewer District Maintenance Facility located at 225 W. Galbraith Road after forty-eight (48) hours' notice. Written authorization from Colerain Township must be presented before any shim rings or castings will be issued. The statement should include the number and size of rings being requested along with a list of the streets where they are to be installed. All used, sub-standard and damaged shim rings and castings removed from manholes during the adjustment process must be returned to the above mentioned MSD facility.

Metropolitan Sewer District will not reimburse for materials used out of the contractor's stock unless a signed change order is sent to MSD showing that the contractor charged the municipality for the materials.

If the contractor does charge the municipality for the materials and the change order is sent, MSD will only reimburse up to the amount of MSD's cost.

Sanitary or combination sewer manholes shall be adjusted to final pavement grade using shim rings provided by MSD and installed by the contractor. This item should include labor costs only (materials = \$0.00) and is to be in conformance with the City of Cincinnati Drawing Add. No. 49058-A.

In the event shim rings cannot be used, adjustments shall be made using pre-cast concrete rings.

Work will be paid for at the unit price bid for:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
604	Sanitary Manhole Adjusted to Grade with Shim (Ring)	Each
604	Sanitary Manhole Adjusted to Grade with pre-cast concrete ring and mortar	Each

SPECIFICATIONS FOR PARTIAL DEPTH REPLACEMENT

SCOPE OF WORK

The contractor shall provide all tools, equipment, labor, maintenance of traffic and materials necessary to make partial depth repairs, including all necessary work incidental thereto the following tabulated streets in Colerain Township, Hamilton County, Ohio.

PARTIAL DEPTH REPLACEMENT

POLYMERIZED EMULSION CONCRETE PAVEMENT JOINT REPAIR

DESCRIPTION

The Polymerized Emulsion Concrete Pavement Joint Repair System shall consist of furnishing, preparing and systematically applying a polymerized bituminous emulsion, aggregates and asphalt concrete to concrete pavement fractures, joints and imperfections as specified in the proposal. The applied materials shall completely fill the entire cavity and provide an aggregate wearing surface.

MATERIALS

The asphalt emulsion employed in this specification consist of a highly polymer modified bituminous binder which has been prepared using sufficient quantities of polymers and additive to impart a finished product having superior elastic and adhesive/bonding properties.

EMULSION:

<u>EMULSION PROPERTY</u>	<u>MIN</u>	<u>MAX</u>	<u>TEST METHOD</u>
VISCOSITY, 122°F (S.F. sec)	50	400	ASTM D 244
DEMULSIBILITY (%)	40	-	ASTM D 244
PERCENT SOLIDS (%)	68	-	ASTM D 244
PARTICLE CHARGE	POSITIVE		ASTM D 244
STORAGE STABILITY, 24 hrs (%)	-	1	ASTM D 244
SIEVE, #20 mesh (%)	-	0.1	ASTM D 244

<u>RESIDUE PROPERTY *</u>	<u>MIN</u>	<u>MAX</u>	<u>TEST METHOD</u>
PENETRATION, 100g, 5 sec, 25°C (dmm)	80	120	ASTM D 5
SOFTENING POINT (°C)	65	90	ASTM D 36
DUCTILITY, 4°C (cm)	45	-	ASTM D 113
ELASTIC RECOVERY, 4°C, 10 cm (%) **	70	-	ASTM D 6084-04
FORCE DUCTILITY @ 4°C, 30 cm (lb/cm ²)***-		6	ASTM D-113 ¹
ELONGATION, 4°C (%)	1000	-	ASTM D 113

* By distillation.

** The specimen is extended 10 cm. The extended area is severed in the middle using a pair of shears. After 1 hour, at the test temperature the severed ends are returned to contact and the ductilometer reading is made again. The sample must recover at least 75 percent of the original 10 cm distance or to a length of 2.5 cm or less.

***¹ A standard ductility apparatus is modified by the addition of a load cell. The load cell is calibrated in pounds per square centimeter. The sample is extended to a length of 30 cm and the force required is recorded at 1 cm intervals. It should not exceed the stated limit of 6 lb/cm² over this range.

AGGREGATE

The aggregates employed in this process shall provide a durable wearing surface while providing for the proper blend of aggregate and emulsion mixtures for filling pavement joints and potholes. Selection shall be made to achieve the proper design for the intended pavement.

All aggregates used shall be 100% crushed and meet the gradation parameters as outlined below and the quality requirements of the department's material specifications.

	<u>Sieve Size</u>	<u>% Passing</u>
(Type A Gradation)	3/8	100
	4	90-100
	8	0-20
	16	0-10

ASPHALT CONCRETE

Item 448 asphalt concrete shall be used in combination with polymerized emulsion for the repairing of larger joints and potholes as stated in the pavement repair method.

CONSTRUCTION REQUIREMENTS

WEATHER LIMITATIONS

The pavement repair shall not be performed when the atmospheric temperature is less than 40 degrees F. Minimum pavement surface temperature shall be 40 degrees F during material application. Materials shall not be placed if impending weather conditions are such that proper curing may not be obtained.

EQUIPMENT

All equipment required for performance of the work shall be subject to approval of the engineer and shall be maintained in a satisfactory operating condition. In addition to equipment described herein, the contractor shall furnish squeegees, lutes, compactors and other small tools which may be essential to the satisfactory completion of the work.

AGGREGATE APPLICATION

The initial aggregate layers shall consist of #8 limestone and layered in by hand in each lift correlating with the appropriate amount of polymer modified emulsion. Each of these stone particles is to be completely covered with the liquid emulsion. Methods of injecting emulsion into the stream of aggregate, prior to placement in the cavity are not an acceptable method of placing the material. Material shall be layered into the cavity as specified. The emulsion shall show no signs of pre-breaking prior to the placement and attachment of aggregate particles. The aggregate shall make contact to the emulsion in a vertical position and will show no signs of asphalt displacement. These consecutive aggregate layers are to be brought within 1/2 to 1/4 inch of level with the surrounding concrete surface after compaction. The finish layer shall be capped with #9 limestone and compacted once again to be completely level with the surrounding pavement surface. The finished layer of aggregate shall be contained within the area in which the repair has been made.

POLYMERIZED BITUMINOUS EMULSION APPLICATION

The polymerized bituminous emulsion shall be pumped so as not to cause excessive agitation prior to contact of pavement surface. Application of emulsion shall be applied at a temperature range of 120° F - 170° F and shall never exceed 212° F, nor shall any load be continuously reheated. The application shall be performed by placing a uniform ribbon, 4" in width ±, and a surface thickness of 1/8" to 3/16". Repeated applications may be required to allow complete filling of pavement voids. The repeated application shall be accomplished without increasing ribbon width or thickness. It is necessary to allow adequate time for settlement pending size and depth of cavity. The completed polymerized emulsion ribbon will show no signs of settlement into the pavement structure, visually indicating that the cavity is filled. The final application of emulsion shall show no signs of vertical drainage prior to the application of cover aggregate.

SURFACE PREPARATION

Areas to be treated shall be free of all vegetation and loose or un-bound material. Immediately prior to material placement all concrete pavement joints showing deterioration shall be surface milled to a width of 12" – 24" and a depth of 2 inches. These areas shall be cleaned to maximum width and depth by use of compressed, oil-free air, at a minimum 125 CFM, and 100 P.S.I. After air cleaning there shall be no visible signs of standing moisture.

PAVEMENT REPAIR METHOD #1 (CONCRETE JOINT FILLING)

This method shall be used when filling concrete pavement joints, depressions, cold seam ravels and fractures up to 4" in depth.

1. Surface preparation as required to remove loose materials.
2. Prime existing areas with the polymerized bituminous emulsion at an application rate of .10 to .25 gallons per square yard.
3. Place the polymerized emulsion and the specified gradation of aggregate into primed area. Placement of materials shall be accomplished by injecting the emulsion and aggregate (layering) into the pavement area/cavity to be repaired. At least 90% of the aggregate shall be coated. No additional hand mixing shall be required.
4. Strike off the placed repair mixture level with adjacent pavement surface.
5. Apply emulsion to repaired area at an application rate of .20 to .30 gallons per square yard. Cover aggregate shall be applied to emulsion by the preceding cover aggregate specification.

PAVEMENT REPAIR METHOD #2 (CONCRETE JOINT REPAIR)

This method shall be used when repairing concrete pavement joints, depressions, cold seam ravels and fractures exceeding 4" in depth.

1. Follow procedures outlined above for surface preparation.
2. Prime existing areas with the polymerized bituminous emulsion at an application rate of 0.25± gallons per square yard as required.
3. Place 448 asphalt concrete in the deteriorated joint and compact with appropriate compaction equipment.
4. Following compaction, place, if required, additional 448 asphalt concrete to bring patch level to 1 inch below pavement surface and compact accordingly.
5. Apply polymerized emulsion to repaired area at an application rate of .20 to .30 gallons per square yard. Cover aggregate shall be applied to emulsion by the preceding cover aggregate specification. Complete surface seal shall be performed such that final profile is level with adjacent pavement surface.

SPECIAL NOTES

The pavement repair method utilized will vary on the conditions of each joint. The necessary milling depth will determine the appropriate method of repair. Methods of injecting emulsion into the stream of aggregate, prior to placement in the cavity is not an acceptable method. Materials shall be layered into the cavity as specified.

FINAL CLEAN-UP

Vacuum sweeping shall be completed within three hours of material application. Initial sweeping shall remove all loose or unbound materials. All debris shall be removed from job site.

CONTRACTOR SUBMITTAL REQUIREMENTS

Certification signed by the contractor stating that all equipment used in the performance of the item of work is owned and maintained by the contractor and meets specifications. Included shall be a listing of all equipment proposed for the specified work.

Contractor shall provide a list of all key personnel employed by the contractor that will have management authority, duties or responsibilities for this item of work.

Contractor shall provide a list of all proposed material sources and corresponding test reports that demonstrate compliance with the specifications.

Contractor shall provide a Safety Plan acceptable to the engineer.

Contractor shall provide a Quality Control Plan acceptable to the engineer.

TRAFFIC CONTROL

During construction, the contractor shall be responsible for all traffic control and must maintain one-lane access to all driveways and entrances utilizing proper traffic control devices, signage, and traffic flaggers. The contractor shall adequately mark, through the use of barrels, flashing lights, portable gates, and/or other devices approved by the Engineer, the limits of the project area and those areas of the site which are temporarily closed to traffic.

METHOD OF MEASUREMENT AND PAYMENT

Polymerized Emulsion Concrete Joint Milling/Joint Filling (Square foot) - These pay items shall include all labor, materials and equipment to facilitate cleaning the existing pavement, traffic control, mix designs, construction of the specified product and any corrective work to meet acceptance.

SPECIFICATIONS FOR CURB RAMPS

SCOPE OF WORK

The contractor shall remove existing sidewalks and curbs and replace the same and install curb ramps located as listed below. It also includes all necessary and associated restorations, seeding and/or sodding (subject to the Public Services Director approval) and pedestrian and vehicular traffic maintenance.

ITEM 608 - CURB RAMPS - TYPE D WITH TRUNCATED DOME

While curb ramps have been listed by location elsewhere within contract documents, payment will be made under Item 608 Curb Ramps Square Feet, regardless of given location. The work shall be done as described and detailed on ODOT Standard Drawing Dated 10-15-10.

Payment under this item will cover the cost of the work required to produce shapes and slopes in the seven-inch (7") concrete sidewalk.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
608	Curb Ramps Type D with Truncated Dome	S.F.

SPECIFICATIONS FOR FULL DEPTH RIGID AND/OR FLEXIBLE PAVEMENT REMOVAL AND FLEXIBLE REPLACEMENT

SCOPE OF WORK

The contractor shall provide all tools, equipment, labor and materials necessary to remove and replace pavement with flexible pavement, including all necessary work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

ITEM SPL FULL DEPTH RIGID AND/OR FLEXIBLE PAVEMENT REMOVAL AND FLEXIBLE REPLACEMENT

Description. This work consists of the full depth removal of existing pavement in areas exhibiting deterioration, correcting the subgrade, placing and compacting asphalt concrete, and restoring the shoulders.

Removal of Existing Pavement. Conform to 255.03, except the last paragraph does not apply.

Correction of Subgrade. Shape and re-compact the subgrade as the Public Services Director directs. Clean all vertical faces of the existing pavement, and coat them with asphalt material according to 401.14.

Placement of Asphalt Concrete. Construct the pavement replacement by placing and compacting Item 301 or 448, Type 2 material in two or more lifts according to 401.16.

Thoroughly and uniformly compact the first lift and all intermediate lifts using suitable mechanical compaction equipment operated over the entire replacement area.

Thoroughly compact the final lift using a pneumatic tire roller that conforms to 401.13. As the rolling progresses, add additional patching material, as necessary, to produce a smooth surface flush with the existing pavement surface.

Continuously compact each lift while the material is in a workable condition throughout the depth of the lift.

Trim the limits of the repair to form a vertical face 1.5 inches (38 mm) deep from the surface before placing the final asphalt concrete layer adjacent to the existing pavement unless the repair is covered with an overlay within 60 days.

If the Contract does not include resurfacing, seal the perimeter surface of the repaired areas by applying a nominal 4 inch (100 mm) wide strip of approved 702.04 asphalt material, RS-1, RS-2, CRS-1, or CRS-2 or 702.01 approved PG binder.

After completing repairs, restore the existing shoulders to the condition that existed prior to the repair work.

Method of Measurement. The Department will measure the quantity of Full Depth Pavement Removal and Flexible Replacement by the number of square yards of pavement repaired in the complete and accepted work, calculated using the dimensions established by the Public Services Director.

Basis of Payment. Payment is full compensation for furnishing all materials, including aerosol spray paint, saw cutting, removing pavement, correcting the subgrade, placing flexible pavement, sealing, and restoring the shoulders and for all labor, equipment, and incidentals necessary to complete this work.

The Department will not pay for removal, disposal, and replacement of pavement damaged adjacent to the repair area. The Department will pay for accepted quantities at the contract prices as follows:

<u>Item</u>	<u>Description</u>	<u>Unit</u>
SPL	Full Depth Rigid and/or Flexible Pavement Removal and Flexible Replacement	Square Yard

SPECIFICATIONS FOR ROTOMILLING ASPHALT STREETS

SCOPE OF WORK

The contractor shall provide all tools, equipment, labor, maintenance of traffic and materials necessary to rotomill, including all necessary work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

ITEM 202 - WEARING COURSE REMOVED

This item shall consist of removing the existing asphalt wearing surface to the depths and limits specified or as directed by the Public Services Director, the intent of which is to remove the existing asphalt wearing surface down to the concrete surface, on streets that are asphalt over concrete.

On streets that are asphaltic concrete with a concrete curb and gutter, covered with asphalt concrete. Remove the top layer of asphalt 1 ¾" below the gutter plate and profile the pavement to the centerline.

Removal shall be made by the method of cold surface planning. The extent of removal as specified below in all cases shall be subject to revision by the Public Services Director during construction. At the longitudinal limits of each removal area the surface shall be tapered vertically from the maximum depth for each one and three quarters inches (1 ¾") depth.

Cutting shall be removed from the surface as planning operations proceed and following each day's operations, the roadway shall be thoroughly cleaned of all material deposited on the roadway as a result of planning operations. Cleaning shall be carried out by using power brooms, vacuum sweepers or other approved methods.

Effective measures shall be taken to control dust, smoke, and the scattering of loose material during planning and cleaning operations. At all times catch basins and inlets shall be kept open and free of collected cuttings.

The newly exposed surface shall be relatively smooth in profile, free of grooves, ridges, gouges, severe bumps and depressions. Where sound pavement has been gouged, torn or otherwise damaged during planning operations, the damaged area shall be repaired in a manner satisfactory to the Public Services Director and at no additional costs to the Township.

Care shall be exercised during planning operations so as not to damage manhole covers, grates, chambers, valves, valve boxes, etc. The contractor shall notify the various utility companies at least forty-eight (48) hours, but no more than seven (7) days, in advance of when planning work will begin so that, if desired, their representative may be present at the time planning work is performed to locate covers, chambers, valves, valve boxes, etc.; damaged by the contractor's operations shall be replaced by the contractor at their expense.

After removing the wearing course, the contractor shall immediately clean and tack coat an area at least four feet (4') in radius around all utility castings within the removed area and place an asphalt concrete wedge, thoroughly compacted in accordance with Section 401, around the castings in the four foot (4') radius area. As an alternative method, the contractor may choose at the time the wearing course is removed to leave a four foot (4') radius wedge of existing surface course around the utility castings to protect traffic, but will not be allowed to remove these wedges until the day previous to placing asphalt surfacing on the street. Where manholes or valve chambers within an area where wearing course is removed have previously been adjusted with the adjusting rings, the contractor shall also have the option of removing the adjustment ring.

ITEM 202 - WEARING COURSE REMOVED:

If the contractor chooses to remove the existing adjustment rings, they shall re-install the rings immediately prior to resurfacing the street. No additional compensation will be paid for the placing of asphalt wedges, the removal and re-installation of adjacent rings or the separate removal of existing wearing course left around the castings.

**TO BE DONE NO MORE THAN 10 DAYS BEFORE INTERMIDATE COURSE UNLESS
APPROVED BY COLERAIN TOWNSHIP**

These costs shall be included in the cost of removing the wearing course.

Payment for the removal of the wearing course will be made at the unit price bid for:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
202	Wearing Course Removed	Square Yard

PROOF ROLLING - Proof rolling shall be done on all asphalt streets as described in item 204. This is to be done once the roto-milling has been completed on the street. Payment for the above work shall not be a separate pay item. Payment for the proof rolling shall be included with the unit price bid for: item 202 Wearing Course Removed.

Where the stability of the subgrade is determined to be unstable by the Township Public Services Director, areas will be marked for full depth replacement and repaired by Colerain Township.

SPECIFICATIONS FOR REPAIR OF CONCRETE CURB AND GUTTERS

SCOPE OF WORK

The contractor shall provide all tools, equipment, labor, maintenance of traffic and materials necessary to remove and replace concrete curbs and gutters, including all necessary work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

ITEM 609 - REMOVAL AND REPLACEMENT OF CURB AND GUTTER

The removal and replacement of deteriorated curb and gutter shall be performed in accordance with the details shown in the ODOT standard construction drawing BP-5.1 and meeting the requirements of item 609. These provisions shall be to the limits marked by the Public Services Director. ** No additional compensation will be made for the method used in removing and replacing curb and gutter.

Saw cuts shall be of sufficient depth to prevent the fracture of adjacent curb and gutter and driveway aprons that are to remain in place. The contractor shall be responsible for the replacement of any damage to existing curbs and driveway aprons etc... and shall not be a separate pay item. No compensation will be made. Any replacement of curb and gutter beyond the limits marked or fractured by the contractor's operations shall be at the contractor's own expense.

Unless otherwise directed, the contractor will not remove any more curb and gutter than what they can replace the next day. Curbs in front of driveway aprons are to be replaced the same day they are removed. When removing curb and gutter, the excavated material shall be immediately removed from the site. To protect the public, barricades shall be placed over the cuts. Within three days after the concrete is placed, the contractor shall remove all forms, backfill behind the curb, in front of the gutter plate and clean the site. Removal and replacement work shall be confined to one side of the pavement at a time.

This work shall also include the full restoration of all turf and paved areas disturbed by the removal and replacement operations and may include backfilling with topsoil, seeding and mulching and/or sodding in accordance with Section 659 and 660 of the specifications and pavement replacement that may be required. Restoration shall present a neat finished appearance subject to the approval of the Public Services Director. The cost of all restoration shall be included in the unit cost for the replacement item.

Transverse saw cut through the curb and gutter shall be for the full depth to prevent the fracture of adjacent curb and gutter that is to remain in place. Where removal involved an expansion joint, a new expansion joint

shall be installed. Contraction joints may be placed at the discretion of the Public Services Director, depending on the length of run to be placed. All replacement curb and gutter shall conform as near as possible to the cross sectional shape of the existing curb and gutter with the top of the replacement section meeting the grade of the existing top of curb produced across the replacement section.

The replacement curb section shall be tied into the existing curb on each side with two one-half (½) inch diameter, smooth, greased dowel bars, twelve (12) inches long. The Dowel bars shall be installed so as to extend six (6) inches into the replacement curb sections. The cost of the dowel bars and installation should be included in the unit price bid for the curb and gutter replacement Item 609.

Backfilling along the gutter plate on asphaltic concrete streets is to be held down to 1 3/4" (one and three quarter inches) below the gutter plate. Material and process used is to be approved by the Public Services Director in advance. The cost of the material and labor for backfilling shall be included in the unit price bid for the curb and gutter replacement Item 609.

All pipe, downspouts, or drains encountered in the removal and replacement of curb and gutter shall be maintained, kept clear of obstruction. A new pipe is to be used to replace the section of damaged or broken pipe and it is required that a new pipe be connected to the end of the existing pipe with a coupler.

Where the new curb is 5/8" or higher than the existing driveway aprons, concrete is to be added behind the curb and shaped to form a wedge. The wedge shall be 3" wide for every 1" curb height and approved by the Public Services Director. The cost of the concrete and installation shall not be a separate pay item but included in the unit price bid for the curb and gutter replacement Item 609.

Payment for the removal and replacement of deteriorated concrete curb and gutter will be made at the unit price bid for:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
609	Removal and Replacement of Curb and Gutter	L.F.

Which shall be full compensation for labor, maintenance of traffic, equipment and material required to complete the work including those items previously described above and any other items deemed incidental to completion of the work by the Public Services Director.

*** TO AVOID CONFUSION AND MISUNDERSTANDING, MEASURED SECTIONS WILL BE MARKED FOR REMOVAL BY SUCCESSFUL BID REPRESENTATIVE AND PUBLIC SERVICES REPRESENTATIVE.

DOWNSPOUT PIPE, AS DIRECTED BY PUBLIC SERVICES

As indicated on the plans or as directed in the field by the Public Services representative, the Contractor shall extend and/or replace downspout pipes so as to daylight into proposed ditches; to extend through proposed curbs; or to be connected to an approved catch basin or storm sewer facility.

In areas where the downspout is to be constructed through the curb, all work, except as modified herein, shall conform to the "Downspout Outlet Detail".

This work shall include the construction and/or supplying and installing of the appropriate connectors to the existing downspout pipe and/or, where applicable, the storm sewer facility. These connectors shall include, as necessary, Fermco coupler or approved collars, adapters, reducers, etc. Pipe determined in the field to be in conflict with existing or proposed catch basins shall be connected (if possible) to the catch basins, as directed in the field. The new pipe should connect at sidewalk to get proper drainage.

The downspout pipe shall match the existing pipe diameter and shall be Schedule 40 PVC conduit. The unit price included in the bid shall be inclusive of the diameter pipe and shall also include the cost of removing and disposing of existing pipe.

The cost of the pipe, Fermco fittings, couplers and the installation shall be included in the unit price bid for the curb and gutter replacement Item 609.

SPECIFICATIONS FOR STORM SEWER PIPE REPLACEMENT

SCOPE OF WORK

The contractor shall provide all tools, equipment, labor and materials necessary to replace culverts including all work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

ITEM 603 - STORM SEWER PIPE REPLACEMENT

All construction is to be kept within the right-of-way (see details) and shall consist of replacing the existing 12" storm line at the above location (see details) with 12" PVC pipe as specified.

The existing pavement shall be saw cut full depth and removed along neat lines parallel to the existing pipe and only in an amount that will permit the excavation and replacement of the pipe. New conduit shall be placed as close as possible to the elevation and grade of the existing pipe by placing it in the same trench from which the existing pipe was removed. Where necessary the trench shall be reshaped to provide proper support.

Trench restoration consists of type B bedding per 603.04 With CLSM-CDF Control Density fill.

Pavement restoration shall consist of two 4" courses of Bituminous aggregate base Item 301 and one 2" course of asphalt concrete, Item 448. (See Plate No. 15 page 60)

707.43 POLYVINYL CHLORIDE PROFILE WALL PIPE

This specification covers polyvinyl chloride (PVC) profile wall, smooth flow, sewer pipe and fittings with integral bell joints. The inside diameter ranges from 4 thru 48 inches. Storm sewer pipe from 4" to 15" diameter and sanitary sewer pipe and fittings shall comply with ASTM F 794, with the following additions:

7.5 Pipe Stiffness: The minimum pipe stiffness shall be 46 or greater.

10.5 Certification: The manufacturer shall furnish certified test data annually to the Laboratory, or at any time when the method of manufacture is changed. A letter of certification shall be provided to cover each shipment of material verifying that it meets specification requirements.

PAYMENT

"Item 603 - Storm Sewer Pipe Replacement" shall include the cost of all labor, maintenance of traffic, equipment, and materials necessary to install the pipe and restore the trench.

Payment for this item will be made under:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
603	Polyvinyl Chloride PVC Profile Wall Pipe	L.F.

SPECIFICATIONS FOR CATCH BASIN RECONSTRUCT TO GRADE

SCOPE OF WORK

The contractor shall provide all tools, equipment, labor, maintenance of traffic and materials necessary to reconstruct catch basins, including all necessary work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

RECONSTRUCT EXISTING CATCH BASIN/INLET, COMPLETE

The following streets are to have catch basins reconstructed to curb grade.

RECONSTRUCT

To shape or construct as a complete portion by putting together material and parts to repair said catch basin from the existing floor to an elevation as directed by the Public Services Director.

ITEM SPL RECONSTRUCT EXISTING CATCH BASIN/INLET, COMPLETE

The work to be performed under this item shall consist of the removal and proper disposal of the existing catch basin/inlet to the spring line; the reconstruction of the catch basin/inlet in accordance with the applicable specifications and/or standard drawings and/or as directed by the Public Services Director; the furnishing and installing of **new precast tops and bicycle friendly grates**, as applicable; and the restoration of all disturbed areas.

The restoration of the pavement shall be in accordance with the pertinent typical section. The restoration of soil areas shall include three (3) inches of topsoil and seeding and mulching.

Payment for this work will be made at the unit price bid per each for Item Spl, Reconstruct Existing Catch Basin/Inlet, Complete.

SPECIFICATIONS FOR CATCH BASIN REHABILITATED TO GRADE

SCOPE OF WORK

The contractor shall provide all tools, equipment, labor, maintenance of traffic and materials necessary to reconstruct catch basins, including all necessary work incidental thereto, the following tabulated streets in Colerain Township, Hamilton County, Ohio.

REHABILITATE EXISTING CATCH BASIN/INLET, COMPLETE

The following streets are to have catch basins rehabilitated to resurface grade.

ITEM SPL, REHABILITATE EXISTING CATCH BASIN/INLET, COMPLETE

The work to be performed under this item shall consist of the removal and proper disposal of the existing catch basin/inlet to the limits directed by the Public Services representative, approximately the upper two (2) feet of the existing catch basin/inlet; the reconstruction of the catch basin/inlet in accordance with the applicable specifications and/or standard drawings and/or as directed by the Public Services Director; the furnishing and installing of **new precast tops and bicycle friendly grates**, as applicable; and the restoration of all disturbed areas.

The restoration of the pavement shall be in accordance with the pertinent typical section or detail. The restoration of soil areas shall include three (3) inches of topsoil and seeding and mulching.

Payment for this work will be made at the unit price bid per each for Item Spl, Rehabilitate Existing Catch Basin/Inlet, Complete.

ITEM SPL - CATCH BASIN CASTING/FRAME GRADE ADJUSTMENT

The work under this item shall consist of removing and cleaning the existing catch basin casting/frame; adjust the height of supporting walls as necessary (as directed by the Public Services Director); and reset the existing casting/frame in a bed of mortar or concrete. Payment for the above work including all equipment, labor and materials will be made at the unit price for Item SPL Catch Basin Casting/Frame Grade Adjustment.

The contractor shall use new Precast Top and utilize the existing castings unless otherwise directed by Public Services.

ITEM SPL - CATCH BASIN CASTING/FRAME GRADE ADJUSTMENT

The work under this item shall consist of removing and cleaning the existing catch basin casting/frame; adjust the height of supporting walls as necessary (as directed by the Public Services Director); and reset the existing casting/frame in a bed of mortar or concrete. Payment for the above work including all equipment, labor and materials will be made at the unit price for Item SPL Catch Basin Casting/Frame Grade Adjustment.

The contractor shall use new Precast Top and utilize the existing castings unless otherwise directed by Public Services.

ITEM SPL REPLACE CATCH BASIN GRATE

The work to be performed under this item shall consist of the removal and proper disposal of the existing catch basin grate(s) and the furnishing and installing of new grates with diagonal openings, i.e. bicycle friendly grates. The grates shall be installed according to the applicable standard drawings.

Payment for this work will be made at the unit price bid per each for Item Spl, Replace Catch Basin Grate.

ITEM 647 HEAT-FUSED PREFORMED THERMOPLASTIC PAVEMENT MARKING

647.01 Description. This work consists of furnishing and applying heat-fused preformed thermoplastic for use as auxiliary pavement markings according to Item 641, 740.01, 740.08 and the additional requirements specified below.

647.02 Materials. Furnish materials from the Department's Approved List conforming to:

Heat fused preformed thermoplastic
.... pavement marking material..... 740.08

647.03 Equipment. Use manufacturer recommended equipment to apply the heat-fused preformed thermoplastic pavement marking material according to the appropriate type, as follows:

A. Type A90 or Type A125 Material.

1. Propane torch to heat the pavement and material according to 647.04.B.
2. Infrared thermometer to assure that both the pavement and the material are properly heated and do not exceed the manufacturer's specified application temperature.

B. Type B90 or Type B125 Material.

1. Propane torch for ensuring no moisture is present on the pavement and heating the material according to 647.04.C.
2. A thermometer is not required

647.04 Application.

- A. **General.** Apply the heat-fused preformed thermoplastic pavement marking material to clean, dry pavement surfaces according to the appropriate type unless otherwise directed by the manufacturer's recommendation. Apply primer sealer on Portland cement concrete pavements for proper adhesion only if the manufacturer requires its use.

Form lines 12 inches (300 mm) wide or less by one piece; form lines wider than 12 inches (300 mm) by no more than two pieces. Do not overlap individual pieces. Do not allow a gap greater than 1/4-inch (6 mm) between pieces.

- B. **Type A90 and Type A125 Material Application on Asphalt Concrete and Portland Cement Concrete Pavements.** Uniformly pre-heat the pavement to 300° F (149° C) with a propane torch. Place the material on the warm surface as soon as practical, then uniformly post-heat to 400° F (204° C). Begin the post-heating process of material application as quickly as possible. The Contractor may have to extend post-heating on concrete having a high moisture content. Allow the material to cool naturally and solidify before exposing it to traffic.

Type A90 and A125 materials shall contain intermix beads throughout. Drop-on glass beads are not required unless using a non-surface beaded marking (i.e., for turn or combination arrows).

- C. **Type B90 and Type B125 Material Application on Asphalt Concrete and Portland Cement Concrete Pavements.** Heat the pavement only to ensure no moisture is present. Place the material on the dry surface and then uniformly heat the material until it bubbles and changes color to off-white. Material must be able to be applied with no preheating of the pavement to a specified temperature and without the use of a thermometer. Allow the material to cool naturally and solidify before exposing it to traffic.

Type B90 and B125 material shall contain intermix glass beads throughout. Drop-on glass beads are not required unless using a non-surface beaded marking (i.e., for turn or combination arrows).

647.05 Basis of Payment. The Department will pay for accepted quantities at the contract prices, or prices adjusted according to 641.11, measured according to 641.12, with the provisions specified in 641.13, and as follows:

Item	Unit	Description
647	Foot (Meter)	Channelizing Line, Type ____
647	Foot (Meter)	Stop Line, Type ____
647	Foot (Meter)	Crosswalk Line, Type ____
647	Foot (Meter)	Transverse/Diagonal Line, Type ____
647	Each	Handicap Symbol Marking, Type ____
647	Each	Railroad Symbol Marking, Type ____
647	Each	School Symbol Marking, ____ inch (____ mm), Type ____
647	Foot (Meter)	Parking Lot Stall Marking, Type ____
647	Each	Lane Arrow, Type ____
647	Each	Word on a Pavement, inch (____ mm), Type ____
647	Foot (Meter)	Dotted Line, ____ inch (____ mm), Type ____
647	Each, Foot, (Meter, Square Meter)	Removal of Pavement Marking _____ Square Foot

PART III, Section A. CONTRACT 21-1 ROAD IMPROVEMENTS

SUB-CONTRACTOR LISTING

SUB-CONTRACTOR _____

COMPANY NAME _____

ADDRESS _____

PHONE _____

REPRESENTATIVE _____

TYPE OF WORK _____

MUST BE COMPLETED AND RETURNED WITH BID

CONTRACT 21-1 ROAD IMPROVEMENTS

AFFIDAVITS RELATING TO ELIGIBILITY OF BIDDER

The purpose of this form is to assure the Colerain Township Board of Trustees that the person signing the Proposal is legally competent to enter into the proposed Contract. Each bidder must complete Affidavits 1, 2, 3, 4 and 5 below, and have the completed forms notarized.

Affidavit #1

Sole owners or proprietors will complete Section A.

Partnerships will complete Section B.

Corporations will complete Section C.

Section A (For sole owners or proprietors)

I, _____ hereby certify that I
(Print your full name)

am the sole owner or proprietor of _____
(Print name of company)

and that my business address is _____
(Print street name and number)

(Print city, state and zip code)

(Telephone)

Signature _____

Section B (For partnerships)

In accord with Section 1775.08 of the Ohio Revised Code, I, _____
(Print your full name)

hereby certify that I am a partner in _____

and that my business address is _____
(Print street name and number)

(Print city, state and zip code)

(Telephone)

and that I am authorized by my partner(s) to make this Proposal and to sign a Contract if we are awarded the bid.

Signature _____

Approved by _____
(Signature of one other partner)

CONTRACT 21-1 ROAD IMPROVEMENTS

Section C (For corporations)

In accord with Sections 1701.64, 1703.03 and 1703.29 of the Ohio Revised Code,

I, _____ hereby certify that I am
(Print your full name)

_____ of the _____
(Print title of position) (Print name of corporation)

which company is incorporated in the State of _____ and is

(registered) (not registered) to do business in Ohio. The home address of the corporation is

(Print street name and number)

_____, and the local
(Print city, state and zip code) (Telephone)

address, in or near Hamilton County, is _____
(Print street name and number)

_____.
(Print city, state and zip code) (Telephone)

I am authorized to submit this Proposal, and to sign a Contract if this Company is awarded said Contract, by the following action of our Board of Directors.

Taken on _____
(Date)

Approved by _____
(Print name of officer)

(Print name of office)

Signature _____

CONTRACT 21-1 ROAD IMPROVEMENTS

Affidavit #2

In accord with Sections 102.04, 305.27 and 2921.42 of the Ohio Revised Code, I hereby certify that no elected or appointed official of Colerain Township, Hamilton County, Ohio, or any of its political subdivisions, owns more than five percent (5%) of the company or corporation I represent, nor has any interest in the proceeds of the Contract being bid.

Signature _____

Affidavit #3

In accord with Specification 102.13 of the Ohio Department of Transportation, I hereby certify that the Proposal made below is an independent, balanced and honest Proposal, made without collusion with any other bidder or consultation with any elected or appointed official of Colerain Township, Hamilton County, Ohio, or its political subdivisions. I further certify that the subcontractors and/or material suppliers with whom I expect to deal if awarded this Contract, have certified that their bids are made without collusion with other bidders or consultation with any elected or appointed official of Colerain Township or its political subdivisions.

Signature _____

Affidavit #4

In accord with Sections 153.59, 153.591 and 153.60 of the Ohio Revised Code, I hereby certify that the Company or Corporation I represent does not discriminate on the basis of race, religion, origin, creed, color, sex or handicap when hiring employees, purchasing materials, or entering into subcontracts, and further, that we practice equal employment opportunities for all qualified persons.

Signature _____

Affidavit #5

In accord with Section 5719.042 of the Ohio Revised Code, I hereby certify that the company or corporation I represent is not delinquent in payment of personal property taxes to the State of Ohio, or any subdivision thereof.

Signature _____

To be completed by Notary Public:

On this day, there appeared before me _____ saying
(Print full name)

that (they) (they) is _____ of _____
(Print title) (Print name of company or corporation)

and that (they) (they) understands all of the implications of the statements in Affidavits #1, #2, #3, #4 and #5 above, and has signed each in good faith.

Signature of Notary Public _____

Date _____

My Commission Expires _____

PART III Section B. (1) BID GUARANTEE AND CONTRACT BOND

(SECTION 153.571 OHIO REVISED CODE)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(Name and Address)

as Principal and _____

(Name of Surety)

as Surety, are hereby held and firmly bound unto Colerain Township, Hamilton County, Ohio, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on

_____ to undertake the project known as: **Contract 21-1
Colerain Township Road Improvements 2020**

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of

_____ dollars (\$_____). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the re-submission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the State of Ohio, Colerain Township, Hamilton County, Ohio, against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

SAID SURETY hereby certifies that the Surety is authorized to execute bonds in the State of Ohio and that the liability incurred through the issuance of this bond is within the limits of ORC 3929.121.

SAID SURETY also hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 20_____.

PRINCIPAL: _____

BY: _____

TITLE: _____

SURETY: _____

BY: _____
Attorney-in-Fact

COLERAIN TOWNSHIP BOARD OF TRUSTEES,
HAMILTON COUNTY, OHIO

President

Trustee

Trustee

SURETY COMPANY ADDRESS:

Street

City State Zip

SURETY AGENT'S ADDRESS:

Agency Name

Street

City State Zip

PART III Section B. (2) CONTRACT 21-1 ROAD IMPROVEMENTS

CASH BOND

IN LIEU OF THE BID GUARANTEE BOND OF SECTION B.(1), THE BIDDER HEREBY SUBMITS THE CASH EQUIVALENT IN THE AMOUNT OF TEN PERCENT (10%) OF THE BID PRICE AS A:

CASHIER'S CHECK

(Circle one)

CERTIFIED CHECK for _____ Dollars

LETTER OF CREDIT
(Sec. 1305 O.R.C.)

drawn on _____ Bank
(name of bank)

of _____
(location of bank)

The deposit is made under terms of Section 153.54 of the Ohio Revised Code, with the understanding that if the Bidder is selected by the Township as being the lowest and best Bidder for the project, the Bidder shall enter into a Contract with the Township within thirty (30) days of date of notification, and the Cash Equivalent named above shall be returned to the Bidder. If the Bidder fails to enter into said Contract, the Township shall cash the deposit and use it to cover the costs of reopening the bidding process.

Name of Bidder _____

Authorized Representative of Bidder _____

Date _____

CONTRACT 21-1 ROAD IMPROVEMENTS

THIS AGREEMENT, made and entered into this _____ day of _____, in the year **Two Thousand Twenty One** between the Colerain Township Board of Trustees, Hamilton County, Ohio, herein after designated as the Owner, and _____ herein after designated as the Contractor.

WITNESSETH: That the Contractor has agreed, and by these present does agree with the Owner for the consideration herein below mentioned, to furnish at the Contractor's own proper cost and expense all necessary materials and labor of every description, and to carry out complete, in full, firm and substantial manner the - Road Improvements which includes such work as full and partial depth repair, rotomilling, storm, sanitary sewer and water valve adjustments, storm sewer pipe replacement, curb repair, curb ramps, catch basin rebuild, grade adjustment and resurfacing. All of which shall be done and performed in accordance with the general conditions, drawings, surveys, plats, cross-sections, profiles, plans and specifications, including all modifications thereof, if any, incorporated in the documents before their execution and by reference hereby become part of this contract. Streets and limits are listed on attachment "A".

The provision contained in the "Legal Notice", in "Information for Bidders", in the "Engineer's Estimate", in the "Proposal", and in the "Specifications", as well as in the surveys, plats, cross-sections and profiles for this work on file in the office of the Colerain Township Board of Trustees, are hereby combined, and incorporated by reference thereto, as part of this agreement.

The Contractor shall pay into the State Insurance Fund the amount of premium determined and fixed by the Industrial Commission of Ohio, promptly when due, or elect to pay compensation direct and contribute to the surplus of the fund as provided by law. The Contractor and their Surety agree to indemnify the Township against liability and loss by reason of the breach of the obligation of this paragraph and agree that it shall run the benefit of the Industrial Commission of Ohio and the State Insurance Fund for the recovery of premiums that should have been paid. All of the foregoing provisions of this paragraph shall be equally binding upon each sub-contractor whose performance thereof is warranted by the Contractor as a condition of permitting the beginning or continuance of work a certificate of compliance with this paragraph issued by the Industrial Commission of Ohio.

In consideration whereof, the Owner hereby agrees and promises to pay to the Contractor, at the times, under the conditions and in the manner provided in the specifications, and in full of all compensation for material furnished or work done thereunder, at the unit prices, stated in the proposal, the sum of approximately \$ _____

IN WITNESS WHEREOF, the said Township of Hamilton County, Ohio, has caused its name to be signed and the corporate seal to be hereto affixed by the Colerain Township Board of Trustees and the Contractor, the day and year aforesaid.

COLERAIN TOWNSHIP BOARD OF
TRUSTEES HAMILTON COUNTY, OHIO

Contractor _____

Administrator: Geoff Milz

Signature _____

Signature: _____

PART IV Section A CONTRACT 21-1 ROAD IMPROVEMENTS

CLERK'S CERTIFICATE

Cincinnati, Ohio _____, 20____

I hereby certify that in accordance with Section 5625.33 O.R.C., that the amount required to meet the payment of the contract price of the attached contract has been lawfully appropriated for said purpose and is in the Treasury of this Township to the credit of the fund from which it is to be drawn, free from any encumbrances.

Fund No. _____

Fiscal Officer, Colerain Township
Hamilton County, Ohio

Cincinnati, Ohio _____, 20____

I hereby certify that I have examined the contract and bond attached between the Colerain Township Board of Trustees of Hamilton County, Ohio and _____ Contractor, and find same to be in accordance with the provisions of law and approve said contract and bond as to form.

Attorney, Colerain Township
Hamilton County, OH

PART IV CONTRACT 21-1 ROAD IMPROVEMENTS

Section B.

CONTRACT BOND

If the Bidder used the Bid Guarantee Bond provided for in Section 153.571 of the O.R.C., (see Part III, Section B (1) of this document) that Bond becomes the Contract Bond. If the Bidder submitted a cash equivalent Bid Guarantee (Part III, Section B (2)), a form equivalent to that shown in Part III, Section B (1), must be completed as the Contract Bond and attached hereto.

Section C.

INSURANCE CERTIFICATES

At the time of signing this Contract, the Contractor shall fasten the certificates required in Part II, Section D - 10 to this sheet.

(The Contractor is reminded that copies of the **ENTIRE** Insurance Policies are required elsewhere in this document.)

PART IV, Section D (1) CONTRACT 21-1 ROAD IMPROVEMENTS

ESCROW AGREEMENT

Agreement made on _____, between the Board of Trustees, Colerain Township, Hamilton County, Ohio, hereinafter called Township, and _____, hereinafter called Escrow Agent.

WHEREAS, the Township and _____, hereinafter called Contractor, have entered into a contract identified as _____; and

WHEREAS, Section 153.12, et. seq., Ohio Revised Code, requires the Township to retain certain funds due the Contractor in order to assure completion of the project which is the subject of the above mentioned contract; and

WHEREAS, Section 153.63, Ohio Revised Code, provides for the placement of funds retained by the Township in an Escrow Account;

NOW, THEREFORE, IT IS AGREED THAT:

1. The Township and Contractor agree to employ _____, to act as Escrow Agent in connection with funds retained by the Township pursuant to the provisions of the contract identified as _____.
2. The Escrow Account shall be opened prior to or at the time that the project is fifty percent (50%) complete. The Escrow Agent shall deposit such funds with the _____(bank) in an interest bearing account.
3. The Escrow Agent shall hold the escrowed principle or income until receipt of an arbitration order specifying the amount of escrowed principle to be released and the person to whom it is to be released. Upon receipt of the notice or order, the Agent shall promptly pay such amount of principle and the escrowed income.
4. The Escrow Agent may commingle the escrowed funds with funds held pursuant to other escrowed agreements.
5. The Escrow Agent shall be paid nothing for its services.

IN WITNESS WHEREOF, the parties have executed the Agreement at account.

CONTRACT 21-1 ROAD IMPROVEMENTS

ESCROW AGREEMENT(CONTINUED)

IN WITNESS WHEREOF, the parties have executed this Agreement at

_____ on the _____ day of _____, 20_____.

COLERAIN TOWNSHIP BOARD OF TRUSTEES
OF HAMILTON COUNTY, OHIO

Witness

Township Administrator

Witness

Witness

Witness

Contractor

_____ hereby accepts employment as Escrow Agent and hereby agrees to meet the obligations and perform the duties of Escrow Agent as set forth in the foregoing Agreement.

Date

Escrow Agent

PART IV, Section D (2) CONTRACT 21-1 ROAD IMPROVEMENTS

ESCROW AGREEMENT WAIVER

DUE TO THE SHORT TIME LIMIT FOR THE COMPLETION OF _____ PROJECT IN _____, SPECIFICATION NO. ____, IT IS HEREBY AGREED UPON BETWEEN THE COLERAIN TOWNSHIP BOARD OF TRUSTEES AND _____, CONTRACTOR FOR SAME, THAT THE ESCROW AMOUNT PROVIDED FOR IN SECTION 153.12 AND 153.13 ET.SEQ., OHIO REVISED CODE, IS HEREBY WAIVED. IT IS UNDERSTOOD THAT IN SIGNING THIS WAIVER THAT NO INTEREST WILL BE EARNED ON RETAINAGE FOR SUBJECT PROJECT.

TOWNSHIP REPRESENTATIVE DATE

CONTRACTOR _____ DATE _____

NOTE:

IF ESCROW WAIVER IS NOT SIGNED, ESCROW AGREEMENT FORM (PART IV, SECTION D (1)) MUST BE COMPLETED.



**Ohio Department of Public Safety
Division of Homeland Security**
<http://www.homelandsecurity.ohio.gov>

PUBLIC EMPLOYMENT
In accordance with section 2909.34 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, “material support or resources” means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

DECLARATION

In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?
☐ Yes ☐ No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?
☐ Yes ☐ No

In the event of a denial of public employment due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization.

Signature

Date

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

Corporation or Business Trust (R.C. 3517.13(J)(3))

PO# _____/Quote# _____

STATE OF OHIO COUNTY OF _____

SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to Section 3517.13 of the Ohio Revised Code:

- 1) I am _____ {Name} and I am employed as _____ {Title} for _____ {Name of Corporation/Business Trust}
- 2) In my position as _____ {Title}, I have the authority to make the certifications contained herein on behalf of _____ {Name of Corporation/Business Trust}.
- 3) On behalf of _____ {Name of Corporation/Business Trust}, I do hereby certify that all of the following persons, if applicable, are in compliance with division (J)(1) of Section 3517.13 of the Ohio Revised Code:
 - (a) Each owner of more than twenty per cent of the corporation or business trust;
 - (b) Each spouse of an owner of more than 20 percent of the corporation or business trust;
 - (c) Each child seven years of age to seventeen years of age of an owner of more than 20 percent of the corporation or business trust;
 - (d) Any political action committee affiliated with the corporation or business trust;
 - (e) Any combination of persons identified in (a) through (d) of this section.
- 4) I further certify that if _____ {Name of Corporation/Business Trust} is awarded a contract, the following persons shall, beginning on the date the contract is awarded and extending until one year following the conclusion of that contract, maintain compliance with division (J)(2) of Section 3517.13 of the Ohio Revised Code:
 - (f) An owner of more than twenty per cent of the corporation or business trust;
 - (g) A spouse of an owner of more than twenty per cent of the corporation or business trust;
 - (h) A child seven years of age through seventeen years of age of an owner of more than 20 percent of the corporation or business trust;
 - (i) Any political action committee affiliated with the corporation or business trust;
 - (j) Any combination of persons identified in (a) through (d) of this section.
- 5) I do hereby acknowledge that to knowingly make any false statement herein may subject me and/or _____ {Name of Corporation/Business Trust} to the penalties set forth in Section 3517.992 of the Ohio Revised Code.

Further, Affiant sayeth naught.

[Signature]

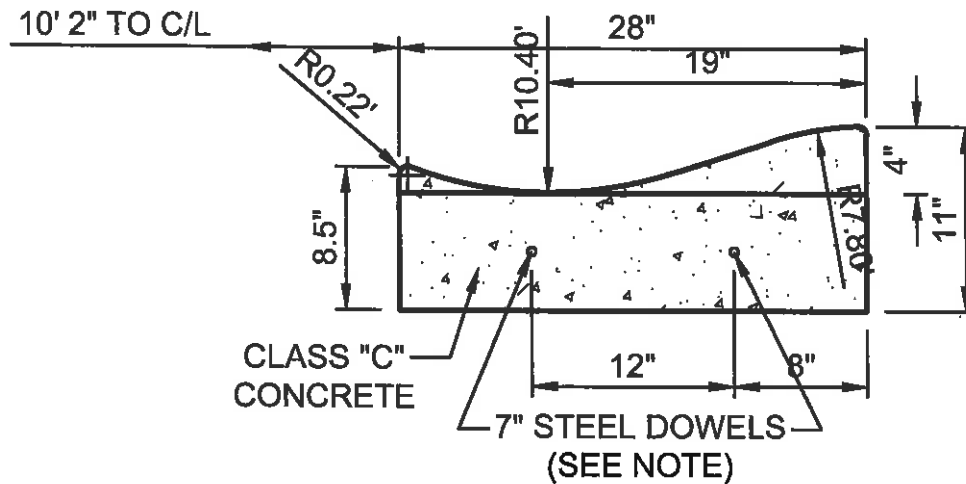
[Title]

Sworn to before me, and subscribed in my presence, this _____ day of _____, 20__.

Notary Public - State of _____ Commission Expires: _____

Colerain Township					
21-1 Road Improvements					
ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	Price	Total
202	WEARING COURSE	53,171	S.Y		
448	ASPHALT SUFACE COURSE, 12.5 MM, TYPE A (448)	2,215	C.Y		
448	ASPHALT INTERMIATE COURSE	2,215	C.Y		
604	STORM MANHOLE SHIM RING	5	EA		
604	STORM MANHOLE BRICK AND MORTAR	68	EA		
604	SANITARY MANHOLE SHIM RING	11	EA		
604	SANITARY MANHOLE PRE CAST RING	59	EA		
604	WATER VALVE SHIM RING	4	EA		
608	SIDEWALK RAMPS 5"	1,571	S.F		
608	SIDEWALK 5"	200	S.F		
608	DRIVEWAY APPRONS 7"	1,160	S.F		
609	TYPE 3 CURB REPLACEMENT	15,869	L.F		
609	TYPE 3 PARTIAL CURB REPLACEMENT	0	L.F		
SPL	SINGLE CATCH BASIN RECONSTRUCT	4	EA		
SPL	SINGLE CATCH BASIN REHABILITATE	18	EA		
SPL	SINGLE CATCH BASIN ADJUSTMENT	0	EA		
SPL	DOUBLE CATCH BASIN RECONSTRUCT	19	EA		
SPL	DOUBLE CATCH BASIN REHABILITATE	35	EA		
SPL	DOUBLE CATCH BASIN ADJUSTMENT	0	EA		
SPL	FULL DEPTH ASPHALT REPAIR	1,095	S.Y		
SPL	CONCRETE JOINT REPAIR	6,200	S.F		
SPL	UNDERCUT (PER DETAIL IF NEEDED)	50	S.Y		
SPL	DOUBLE YELLOW LINE	2,400	FT		
SPL	CONTINGENCY	1			\$178,137.75

2021 Road Program					
Street	To	From	Length	Curb Replacement	Concrete Joint Repair
Applevalley Ct	Philnol	Cul-de-sac	605	1,218	2000
Applebud Dr	End	Philnol Dr.	205	404	0
Beckys Ridge Dr	Cul-de-sac	Sovereign Dr.	1,224	2,502	0
Wardwood Dr	END	Compton Rd.	930	371	0
Donnybrook Ln	E. Cul-de-sac	W. Cul-de-sac	630	0	0
Lillwood Ln	End	Loralinda	1,142	2,264	0
Glenaire Dr	Loralinda Dr.	Pippin Road	2,280	4,486	0
Greenbrook Ln	Cul-de-sac	Pippin Road	1,603	3,030	600
Overdale Dr	Cul-de-sac	Greenbrook Dr.	365	768	300
Ascot Dr	Cul-de-sac	Yellowwood Dr.	189	426	0
Sargasso Ct	Cul-de-sac	Yellowwood Dr.	178	400	300
Springrock Dr	Sagemeadow	End	1,318	0	2000
Whitehead Dr	N. Cul-de-sac	S. Cul-de-sac	700	0	1000
Washington Ave	End	Pippin Road	1,737	0	0
Wilson Ave	Dead-end	Pippin Rd.	1,142	0	0
Gloria Av	Washington	Grant	703	0	0
Grant Ave	Gloria	Pippin	1,269	0	0
Lincoln Av	End	Pippin	1,721	0	0
Roosevelt Ave	Twp. Line	Pippin Rd.	2,460	0	0
			20,401	15,869	6200

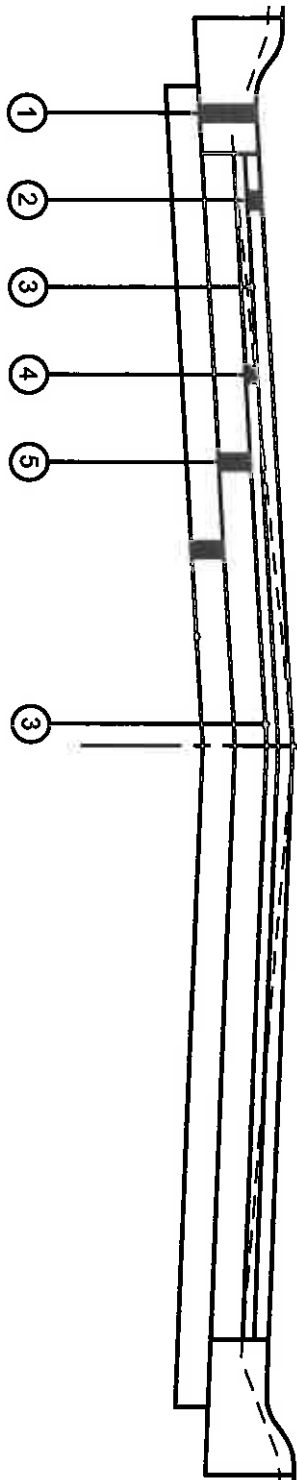


REQUIREMENTS AS SHOWN WITH EXPANSION JOINTS AT RADII AND INLETS, IMPRESSED CONTRACTION JOINTS AT 10' SPACING BETWEEN EXPANSION JOINTS.

NOTE: ONE INCH NON-EXTRUDING EXPANSION JOINTS W/TWO DOWELS AND SLEEVES OR TWO DOWEL BAR ASSEMBLIES.

28" ROLL CURB, TYPE 3, AS PER PLAN

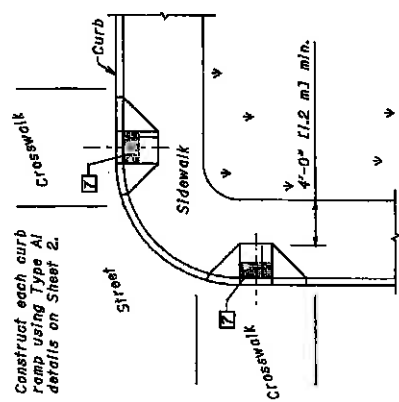
Undercut Detail



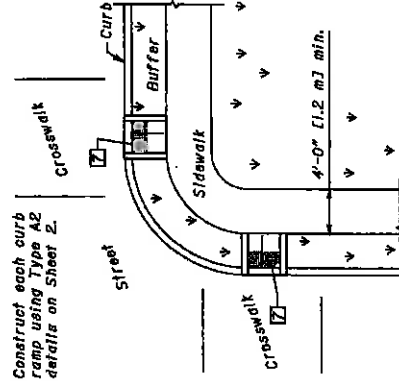
LEGEND

①	ITEM 608	28" ROLL CURB, TYPE 3, AS PER PLAN
②	ITEM 441	1.5" ASPHALT CONCRETE SURFACE COURSE, TYPE 1 (448), PG64-22
③	ITEM 407	TACK COAT
④	ITEM 441	1" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2 (448)
⑤	ITEM 301	6" ASPHALT CONCRETE BASE, PG64-22

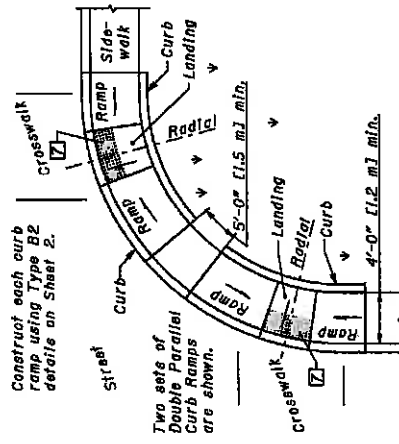
THIS DRAWING REPLACES BP-7.1 DATED 7-28-00.



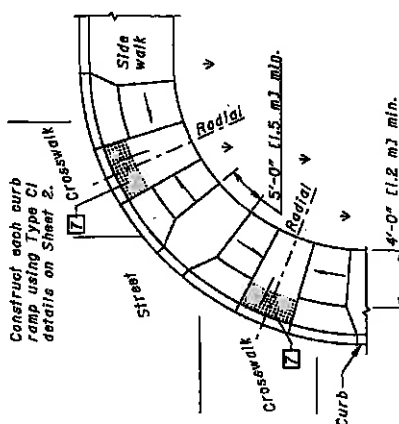
Construct each curb ramp using Type A1 details on Sheet 2.



Construct each curb ramp using Type A2 details on Sheet 2.



Construct each curb ramp using Type B2 details on Sheet 2.



Construct each detail on separate sheet of paper.

Use curb ramps with flared sides at locations with wide sidewalks.

Use curb ramps with returned curbs where buffer is wide enough to accommodate ramp slope.

Place on streets having wide turning radius and where sidewalks are narrow.

Curb ramp placement where streets have wide turning radius, and sufficient sidewalks width.

PERPENDICULAR CURB RAMPS

PARALLEL CURB RAMPS

COMBINATION CURB RAMPS

PREFERRED CONSTRUCTION PLACEMENT

CURB RAMP NOTES

GENERAL: This drawing shows curb ramp types details and placement examples for new curb ramp construction, including the installation of truncated domes. To retrofit existing curb ramps with truncated domes, see SCD RP-7.2.

Curb ramp types are shown on Sheet 2 and include **Perpendicular, Parallel, and Combined** types as specified to be constructed in the locations shown on the project plans. The contractor may adjust the placement of curb ramps if existing field conditions warrant, according to **CONSTRUCTION PLACEMENT** details (this sheet), and with the approval of the Engineer.

DETECTABLE WARNINGS: Install Truncated Domes on each curb ramp with approved materials, as shown on Sheet 3. Install these proprietary products as per manufacturer's written instructions.

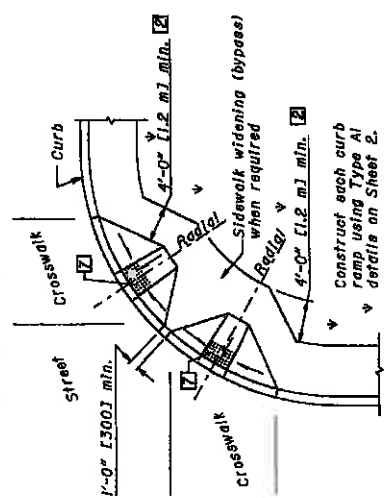
DRAINAGE: Contractor is to ensure the base of each constructed curb ramp allows for proper drainage, without exceeding allowable cross slope or ramp slopes. Vertical change in level exceeding $\frac{1}{8}$ " (31 between the 1) pavement and gutter, and 2) gutter and ramp, are not allowed.

SURFACE TEXTURE: Texture of concrete surfaces by coarse brooming transverse to the ramp slopes and is to be rougher than the adjacent walk.

JOINTS: Provide expansion joints in the curb ramp as extensions of walk joints and consistent with Item 608.03 requirements for a new concrete walk. Provide a 1/8" (131) Item 705.03 expansion joint filler around the edge of ramps built in existing concrete walks. Lines shown on this drawing indicate the ramp edges extending above and do not necessarily indicate joint lines.

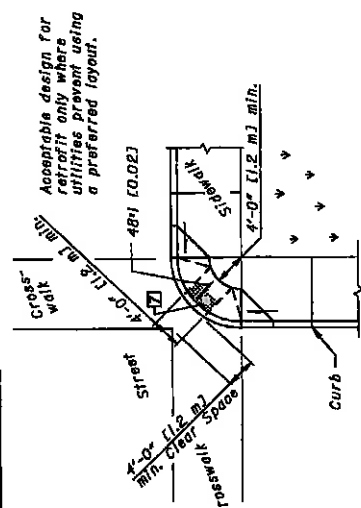
PAYMENT: Measure Walk and Curb, Items 608 and 609, through the curb ramp area paid for under their respective items. Removal of existing curb, walk (or existing curb ramps) are paid under Item 202.

New curb ramps constructed in curb and walks are paid for under Item 608 - Curb Ramp, Type (A), A2, B2, C1, or C2. Each and includes the cost of any additional materials and installation (including truncated domes, grading, forming and finishing. Curb ramps constructed in existing curb and walk are paid under Item 608 - Curb Ramp, Type (A), A2, B1, B2, C1, C2, or D) Square Foot Water?, includes the cost of furnishing and installing all materials, (including truncated domes, grading, forming, and finishing of the curb and walk of the curb ramp.



roswardk

Construct each curb ramp using Type A details on Sheet 2.



Acceptable design for retrofit only where utilities prevent using a preferred layout.

Use this design only for existing walks, and when site constraints prohibit other designs. The diagonal S/D ramp may be constructed as either a perpendicular, parallel or combination curb ramp type. Avoid using where curb radii are less than 20'-0" (6.0 m). Since these are unique designs, each occurrence should be individually detailed on the project plans.

PERPENDICULAR RAMPS

DIAGONAL RAMP (Type D)

ACCEPTABLE CONSTRUCTION PLACEMENT

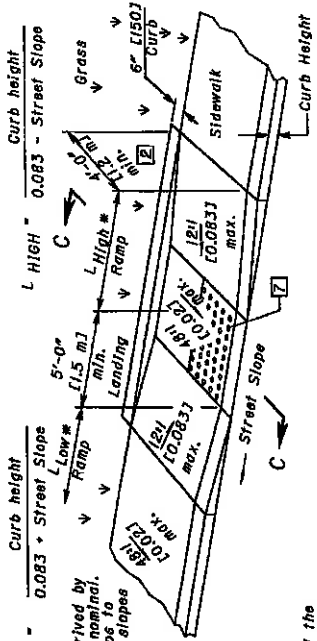
THIS DRAWING REPLACES BP-7,1 DATED 7-28-00.

LEGEND

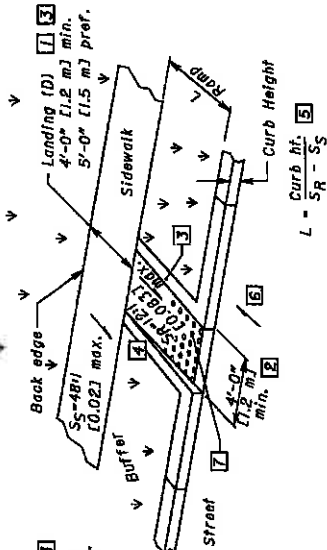
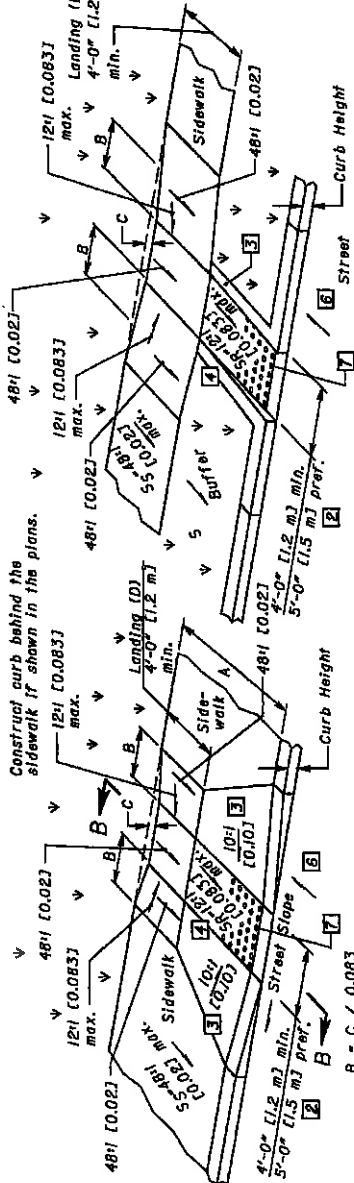
1. Dimensions may be reduced to 3'-0" [915] in existing side-walks if the landing is unconstrained along the back edge.
2. May be reduced to 3'-4" [1.02 m] in existing sidewalks to better fit the walk configuration or where site conditions are restricted by narrow walks, path foundations, drainage inlets, etc. This width may be tapered.
3. Where landing width (D) has been reduced to 3'-0" [915] the flared sides shall have a maximum slope of 12:1 [0.083]. Flared sides are not required where the edges of a curb ramp are protected by landscaping or other barriers to travel by wheel chair users or pedestrians across the edge of the curb ramp. However, if the flared sides are used in these areas, they may be of any slope.
4. The slope of the ramp toward the curb is preferred to be 12:1 [0.083] or flatter related to the horizontal. In existing sidewalks, where the maximum ramp slope (S_p) is not feasible, it may be reduced as follows:
 - A) 10:1 [0.10] for a max. rise of 6" [150],
 - B) 8:1 [0.125] for a max. rise of 3" [75],
 - C) 6:1 [0.167] over a max. run of 2'-0" [610] for historic areas where a flatter slope is not feasible.
5. The minimum length of a perpendicular ramp is 6' [2.0 m] from the back to obtain a flatter ramp slope. In-to better blend with the walk configuration.
6. Gutter counter slopes at the foot of perpendicular curb ramps should not exceed 20:1 [0.05] over a distance of 2'-0" [610] from the curb.
7. Detectable Warnings (truncated domes) are to be installed on the flared sides of all curbs. The domes are 24" [610] from the back of the curb by the width of the ramp. See DETECTABLE WARNINGS NOTES on Sheet 3.

See Sheet 3 for Sections.

* See Equations and Table to the left.



Type B2 (Double sided Parallel)


$$L = \frac{\text{Curd wt.}}{S_R - S_S}$$


Type C2 (Combined with returned curb)

COMBINED CURB RAMP DETAILS

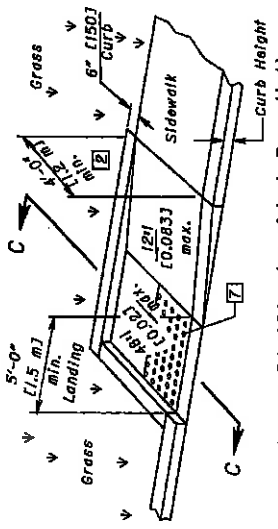
Street Slope	Ramp Length • 1°/ft C.O.831
0.01	LOW SIDE • 5'-5" [1.6 m] HIGH SIDE • 6'-10" [2.1 m]
0.02	LOW SIDE • 4'-10" [1.5 m] HIGH SIDE • 7'-1" [2.4 m]
0.03	LOW SIDE • 4'-5" [1.3 m] HIGH SIDE • 7'-5" [2.9 m]
0.04	LOW SIDE • 4'-1" [1.2 m] HIGH SIDE • 11'-8" [3.6 m]
0.05	LOW SIDE • 3'-9" [1.1 m] HIGH SIDE • 15'-2" [4.6 m]

• Measured along the back of a 6" (1501) high curb.

Dimensions derived by equations are nominal. Construct ramps to meet required slopes and existing conditions.

For Parallel Ramps construct curb behind the sidewalk if required elsewhere in the plans.

PARALLEL CURB RAMP DETAILS



Type BI (Single sided Parallel)

DOMES ALIGNMENT ON RADIUS CURB

COLERAIN TOWNSHIP PUBLIC WORKS DEPARTMENT

FULL DEPTH RIGID AND/OR FLEXIBLE PAVEMENT REMOVAL AND FLEXIBLE REPLACEMENT

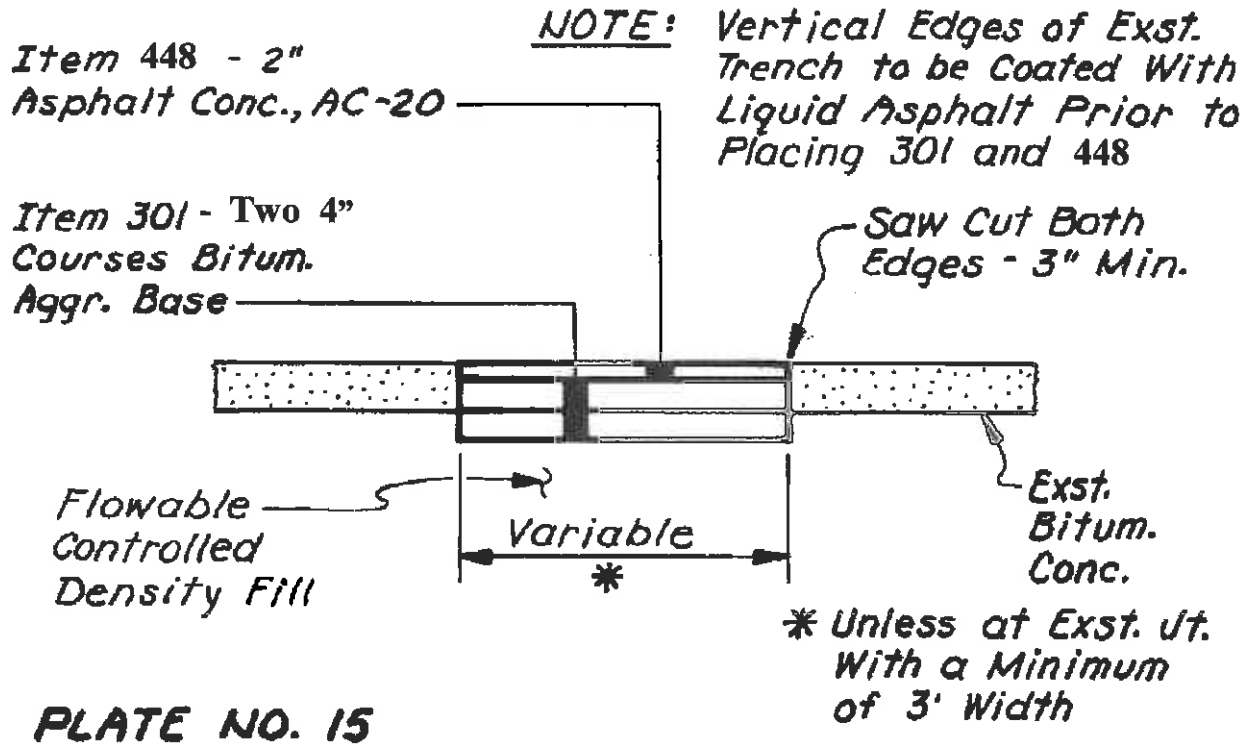
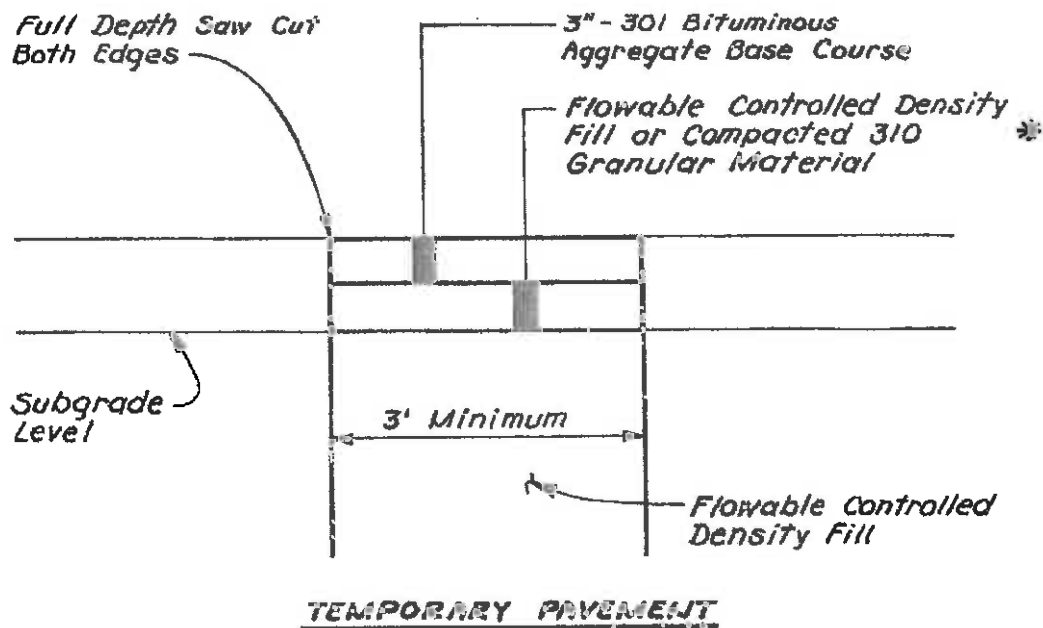


PLATE NO. 15

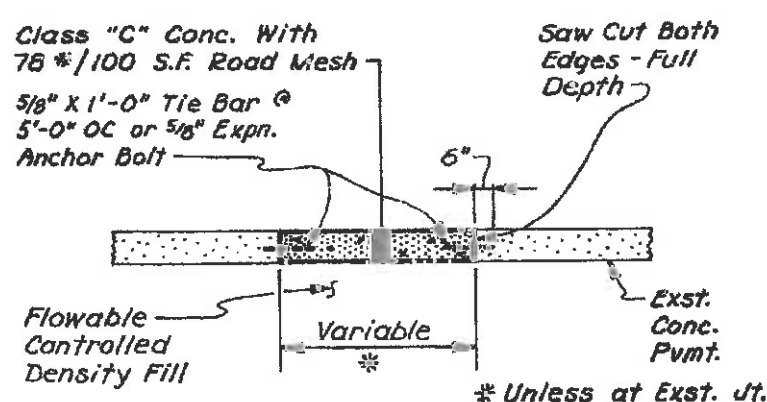
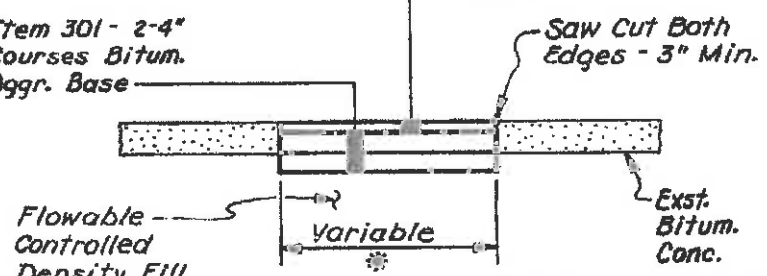
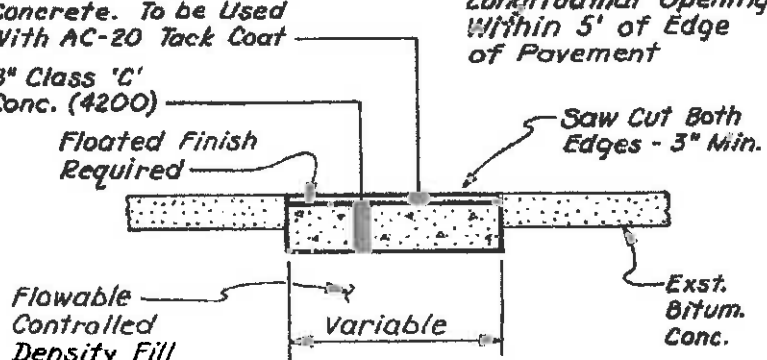
**TEMPORARY PAVEMENT
RESTORATION DETAIL**

Plate No. 13

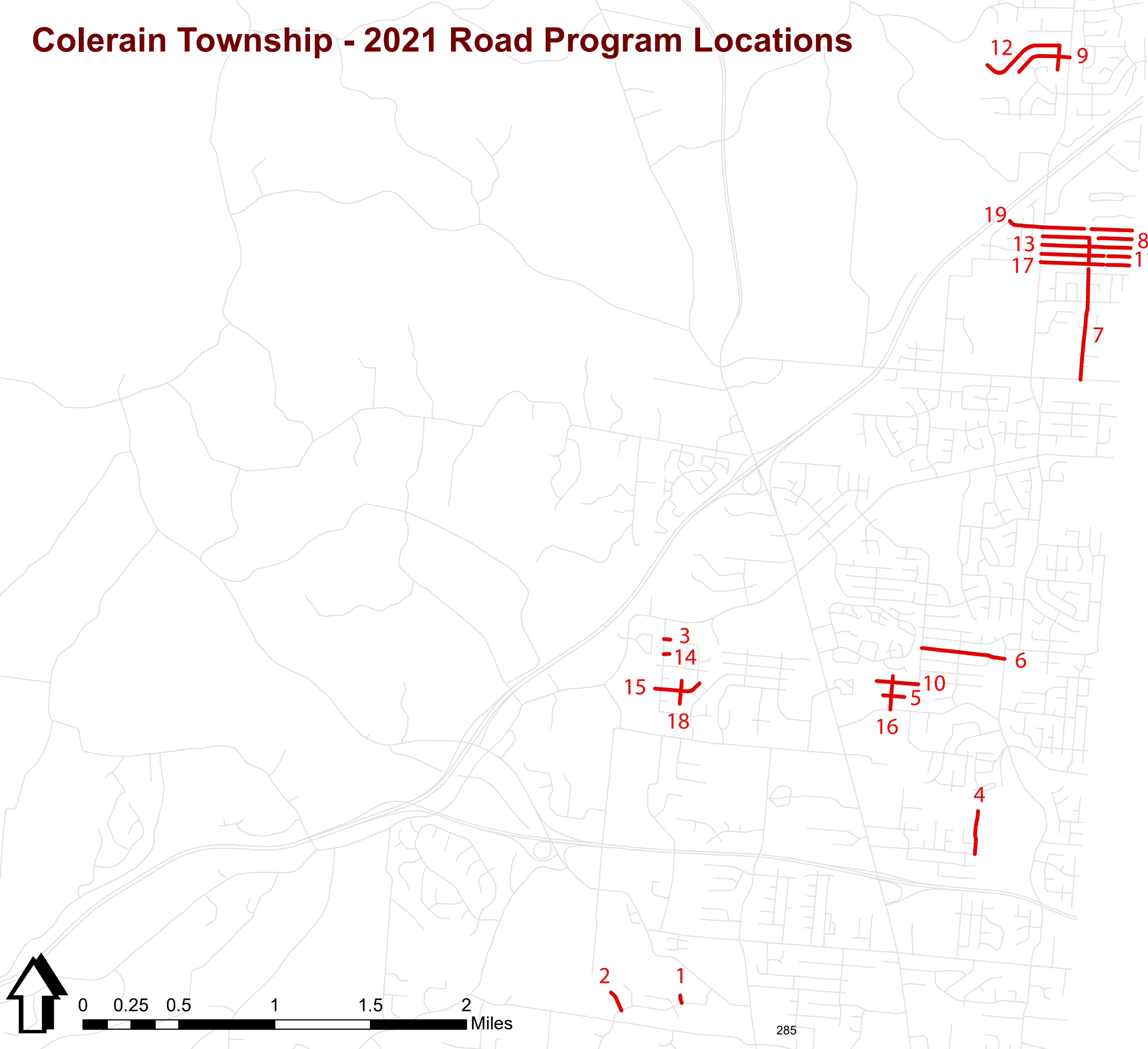


* *The Flowable Controlled Density Fill or 310 Granular Material Above Subgrade Level is to be Removed to Permit Proper Pavement Restoration*

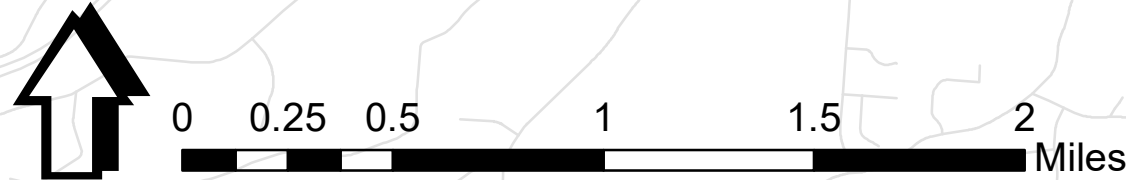
NOTE: *Refer to Plates 14 Thru 19
For Details of Permanent
Restoration*

RESTORATION CLASS	TYPICAL RESTORATION SECTIONS	BACKFILL
CONCRETE ROADWAY	Class "C" Conc. With 78 #/100 S.F. Road Mesh 5/8" x 1'-0" Tie Bar @ 5'-0" OC or 5/8" Expn. Anchor Bolt Saw Cut Both Edges - Full Depth 6" Flowable Controlled Density Fill Variable Exst. Conc. Pmnt. * Unless at Exst. Jt. With a Minimum of 3' Width PLATE NO. 14 	FLOWABLE CONTROLLED DENSITY FILL
BITUMINOUS MACADAM ON STONE BASE	NOTE: Vertical Edges of Exst. Trench to be Coated With Liquid Asphalt Prior to Placing 301 and 404 Item 404 - 2" Asphalt Conc., AC-20 Item 301 - 2-4" Courses Bitum. Aggr. Base Saw Cut Both Edges - 3" Min. Flowable Controlled Density Fill Variable Exst. Bitum. Conc. * Unless at Exst. Jt. With a Minimum of 3' Width PLATE NO. 15 	FLOWABLE CONTROLLED DENSITY FILL
BITUMINOUS MACADAM ON STONE BASE (Only Used w/ Written Approval of Permit Dept. Engineer)	Refer to Above Note Not Applicable For Longitudinal Openings Within 5' of Edge of Pavement Item 404 - 1 1/2" Asph. Concrete. To be Used With AC-20 Tack Coat 8" Class "C" Conc. (4200) Floated Finish Required Saw Cut Both Edges - 3" Min. Flowable Controlled Density Fill Variable Exst. Bitum. Conc. NOTE: Mech. Vibrator to be Used on Concrete PLATE NO. 16 	FLOWABLE CONTROLLED DENSITY FILL

Colerain Township - 2021 Road Program Locations



- 1 Applebud Dr
- 2 Applevale Ct
- 3 Ascot Dr
- 4 Beckys Ridge Dr
- 5 Donnybrook Ln
- 6 Glenaire Dr
- 7 Gloria Av
- 8 Grant Ave
- 9 Greenbrook Ln
- 10 Lillwood Ln
- 11 Lincoln Av
- 12 Overdale
- 13 Roosevelt Ave
- 14 Sargasso Ct
- 15 Springrock Dr
- 16 Wardwood Dr
- 17 Washington Ave
- 18 Whitehead Dr
- 19 Wilson Ave



ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Motion to Extend Contract with Rumpke for Solid Waste and Recycling by One-Month
Recommend ADOPTION of the Motion.

Rationale:

The Township is currently working through a Solid Waste and Recycling bid process with Energy Alliances. This one month extension is necessary to prevent billing issues for service in Colerain Township. Rumpke currently pre-bills for the following month, so in order to bill for April, an extension would have to be in place in March.

Based on conversations with Rumpke, the existing rate for residential waste and recycling will be held flat for the one-month extension.

ADDENDUM

This document serves to add the following to the contract dated April 1, 2016 (the "Contract") signed on October 30, 2015 between the Colerain Township, Ohio (the "Township") and Rumpke of Ohio, Inc. (the "Contractor").

It is hereby agreed as follows:

Effective April 1, 2021 and continuing through April 30, 2021, Rumpke shall continue to provide one (1) time per week solid waste collection (including yardwaste,) one (1) large item to be picked up on the first pickup of the month, and one time per week curbside recycling collection for all residential up to four (4) family units.

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials) then the Township shall, after negotiation with Rumpke and approval by the Township Council, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Rumpke.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control

of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract extension shall be for one (1) month effective April 1, 2021 and continuing through April 30, 2021. This contract may be renewed additional option periods upon mutual written agreement of both parties.

COLERAIN TOWNSHIP, OHIO

RUMPKE OF OHIO, INC.

Title:

William J. Rumpke, Jr.

William J. Rumpke, Jr., President

Witness

Linda Lat

Witness

Date

2/15/21

Date

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Resolution Creating Sidewalk Maintenance Revolving Loan Fund

Recommend ADOPTION of the Resolution.

Rationale:

At the direction of the Hamilton County Community Development Department, staff recommends the creation of a stand alone fund to house the dollars received from the property tax assessment contemplated earlier in this agenda. This newly established fund will ensure that program revenue, per the Community Development Block Grant (CDBG) requirements, is tracked and spent exclusively on sidewalk maintenance projects in areas of the Township that meet the federal CDBG guidelines. This would operate in a similar facet to the previously active NSP Fund (Fund 4401).

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the _____ day of March, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mr. Raj Rajagopal, Mr. Dan Unger, and Matthew Wahlert

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

RESOLUTION NO.: _____-21

**RESOLUTION REQUESTING THE AUDITOR'S APPROVAL TO CREATE
CDBG SIDEWALK MAINTENANCE FUND**

WHEREAS, the Colerain Township Board of Trustees is responsible for the public health, welfare, and safety of the Township; and

WHEREAS, in compliance with Ohio Revised Code §5543.10, the Colerain Township Board of Trustees required the construction, repair, and/or maintenance for areas of the Township where sidewalks and driveway aprons needed to be addressed; and

WHEREAS, pursuant to Ohio Revised Code §5543.10, the Colerain Township Board of Trustees also decided to assess abutting property owners one hundred (100%) for construction, repair, and maintenance of sidewalks and/or driveway aprons the Township performed; and

WHEREAS, Colerain Township utilized Community Development Block Grant ("CDBG") monies to fund the initial construction, repair, and maintenance of sidewalks and/or driveway aprons within the Township; and

WHEREAS, the Colerain Township Board of Trustees finds the establishment of a separate fund would allow the Township to maintain separate accounting records in an effort to better monitor the receipt and/or distribution of monies and/or assessments with respect to the construction, repair, and maintenance of sidewalks and/or driveway aprons within the Township in compliance with requirements associated in utilizing CDBG grant monies; and

WHEREAS, the Colerain Township Board of Trustees finds it necessary to create a dedicated fund for the purposes of better monitoring the receipt and/or distribution of monies and/or assessments with respect to the construction, repair, and maintenance of sidewalks and/or driveway aprons within the Township and the MOU with Hamilton County Community Development to establish the sidewalk maintenance program requires the establishment of a dedicated fund for all program revenue; and

WHEREAS, the Colerain Township Board of Trustees acknowledge that the desired CDBG Sidewalk Maintenance Fund is not a fund specifically authorized by Ohio Revised Code

§5543.10 or a fund that has a purpose identified in Ohio Revised Code §5705.09(A)-(H); and

WHEREAS, the Colerain Township Board of Trustees acknowledge, pursuant to Ohio Rev. Code §5705.12, the Township should submit a request for the new CDBG Sidewalk Maintenance Fund to the Auditor of State, when the creation of the fund is not specifically authorized by statute, or, in situations when management wishes to create a new fund in order to capture additional financial information about a specific source of revenue or a specific activity.

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

1. Colerain Township Board of Trustees hereby orders the Fiscal Officer of Colerain Township submit the “Request for Fund Approval” to the Auditor of State.

2. Colerain Township Board of Trustees hereby orders that upon the above-referenced Request receiving approval and/or being deemed approved, that the Fiscal Officer of Colerain Township is then to create a CDBG Sidewalk Maintenance Fund within Colerain Township’s budget and accounting.

3. This Resolution is hereby declared to necessary for the preservation of the public peace, health, safety and welfare of the Township to prevent the unregulated donation bins throughout the township.

4. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

5. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this _____ day of March, 2021.

BOARD OF TRUSTEES:

Dan Unger, Trustee

Raj Rajagopal, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
Colerain Township Law Director
Scott A. Sollmann (0081467)
Asst. Colerain Township Law Director
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 ____ day of March, 2021.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Resolution Amending Colerain Township Sidewalk Plan

Recommend ADOPTION of the Resolution.

Rationale:

In 2006, the Board of Trustees supplemented and amended the Original 1993 Sidewalk Plan via Resolution 13-06 to allow a developer to make a request to the Board of Trustees with respect to a waiver of relief from the requirements of the Township's Sidewalk Plan that would be determined on a case by case basis. In 2016 the cost of a waiver was set at 75 dollars per lineal foot of road.

In 2020, the Board of Trustees adopted the Connect Colerain Sidewalk Plan. This plan sets out to establish and maintain a comprehensive and continuous sidewalk system in Colerain Township that connects neighborhoods and destinations to one another. The vision the plan sets forth is a sidewalk system that provides both service and support to residents, visitors, workers, and businesses.

This resolution creates a new, separate special revenue fund solely for the tracking of sidewalk waiver payments and associated sidewalk expenses. The resolution updates the existing iterations of the sidewalk plan ensure that all revenue received by this program is placed into the sidewalk fund. This resolution also removes the original maintenance requirement in order to provide more clarity and flexibility to meet the sidewalk needs of the community.

Attached to this agenda item is a line by line tracking of all of sidewalk waivers since 2006 and all related expenses.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the ____ day of March, 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. ____-21

RESOLUTION AMENDING COLERAIN TOWNSHIP SIDEWALK PLAN

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

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

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

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

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

WHEREAS, the Board of Trustees adopted the "Connect Colerain" sidewalk plan in 2020 to set the priorities for sidewalk improvements, construction, maintenance and funding throughout the Township; and

WHEREAS, the Board of Trustees desires to amend the original sidewalk plan to establish a stand alone fund to deposit all future sidewalk waivers that are granted; and

WHEREAS, the Board of Trustees also desires to amend the original requirement that 10% of all waivers be spent directly on sidewalk maintenance, as the original language is vague

as to when the 10% is calculated and the 10% requirement will limit the Township's ability to fully execute the Connect Colerain plan.

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

1. The Board of Trustees reaffirms the specific objectives and policy statements contained in the Original 1993 Sidewalk Plan and subsequent resolutions including, and not limited to, Resolution 13-06, Resolution 40-16 and Resolution 34-19, Resolution 30-20 and hereby supplements and amends the said plan to remove the requirement that 10% of all sidewalk waivers be earmarked for sidewalk maintenance.
2. That this Resolution establishes a new fund called the "Sidewalk Fund" where all future sidewalk waiver revenue will be deposited.
3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
5. This resolution shall take effect at the earliest period allowed by law.

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

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

APPROVED this _____ day of March, 2021.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of March, 2021.

Jeff Baker
Colerain Township Fiscal Officer

Sidewalk Plan
Resolution 13-06

Date Approved	Address	Case #	Original LF:	LF:	Expense	Revenue:	Date Paid:	Applicant/Expense Purpose:
14-Nov-06	2691 Springdale Road		288	288	\$ -	\$ 5,990.40	2006 Marathon Petroleum Company	
	Blue Rock	ZA 2006-02	728	728	\$ -	\$ 15,142.40	29-Oct-2007 Whispering Pines	
10-Jul-07	5761 Springdale Road	ZA 2005-09	355	355	\$ -	\$ 7,384.00	11-Jul-2007 Cynthia Schneider	
23-Jan-07	Struble Road	ZA 1996-06	560.4	560.4	\$ -	\$ 11,656.32	3-Jul-2007 Rumpke Consolidated	
8-Jul-08	Thompson Road		664	610	\$ -	\$ 12,688.00	23-Feb-2009 Welsh Development Company, Inc - 513-353-9014	
	Forfiet Run		2900	2900	\$ -	\$ 60,320.00	17-Nov-2015 Welsh Development Company, Inc - 513-353-9014	
8-Feb-11	8440 Livingston	ZA 2010-06	569	569	\$ -	\$ 11,835.20	29-Dec-2015 Jonathan Wocher	
2-Jul-05	Struble Road	BZA 2010-0020	296.39	296.39	\$ -	\$ 6,165.00	9-Sep-2011 Greater Cincinnati Dental Lab	
					\$ -	\$ 625.00	11-Mar-2013 McBride Dale (\$550)/Fischer Single Family Homes (\$125)	
10-Jul-12	9051 Colerain/Pool Rd	ZA 2012-01	250	250	\$ -	\$ 5,200.00	29-Aug-2013 Joseph Toyota	
13-Nov-12	10174 Colerain	ZA 2012-05	198	198	\$ -	\$ 4,118.40	3-Sep-2013 Tire Discounters	
	Crest & Hamilton	ZA 2013-03	1560.96	1560.96	\$ -	\$ 32,468.00	6-Oct-2014 Next Up Investments - Sanctuary Pointe Nursing & Rehab	
2014	7582 Harrison Ave	ZA 2014-02			\$ -	\$ 8,935.47	29-Oct-2015 Forevergreen	
8-Apr-14	7450 Country Village Wesselman	ZA 2014-01			\$ -	\$ 10,400.00	27-Oct-2015 Country Woods Village	
7-Jul-05	White Oak Garden Ctr. - Hanley Rd.	ZA 2015-03	325	325	\$ -	\$ 6,760.00	19-Feb-2016 Jeff Webeler - Blue Rock/Hanley Road	
4/12/2016	Hunters Ridge - Harrison Ave,	Subdivision	290	290	\$ -	\$ 6,032.00	27-May-2016	
12/13/2016	Rumpke Maintenance Building 2	Conscent Decree	1440	1440	\$ -	\$ 43,200.00	15-Aug-2017 Jim Thaxton - Rumpke	
12/13/2016	5700 Springdale Road - Soccer City	Permit Z2016-0244	386	386	\$ -	\$ 11,580.00	14-Dec-2016 Soccer City - Jeff Oberjohann	
12/13/2016	11770 Pippin Road - NWLSD	BZA2016-19	840	840	\$ -	\$ 25,200.00	13-Apr-2017 Northwest Local School District - Chris McKee	
					\$ 8,093.43	\$ -	6/18/2018 Joseph Road Engineering	
					\$ 1,650.00	\$ -	7/18/2019 Sidewalk Maintenance Inspections - Greg Flammers	
					Total Revenue	\$ 285,700.19		
					Total Expense	\$ 9,743.43		
					Total Balance	\$ 275,956.76		

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Resolution Authorizing the Transfer of Funds

Recommend ADOPTION of the Resolution.

Rationale:

The 2021 Final Budget includes a transfer of dollars into a newly established sidewalk fund. This transfer coincides with the previous resolution to modify the existing sidewalk plan to create a stand-alone fund for sidewalk waiver payments. The transfer totals \$275,956.76.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____p.m., on the ____ day of March, 2021, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Raj Rajagopal, Dan Unger and Matthew Wahlert

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

RESOLUTION NO.: _____-21

**RESOLUTION AUTHORIZING THE TRANSFER OF TOWNSHIP MONEYS TO
OTHER TOWNSHIP FUNDS**

WHEREAS, pursuant to Ohio Revised Code 5705.14(E), the Board of Township Trustees can approve the transfer of money from the Township General Fund to any other fund; and,

WHEREAS, the Colerain Township Board of Trustees previously adopted a sidewalk plan and program that allowed for a payment in lieu of sidewalks to be paid into the Township General Fund; and,

WHEREAS, the Colerain Township Board of Trustees established a new fund where these payments are to be deposited and desires to transfer the remaining balance of prior payments into this fund; and,

WHEREAS, the Colerain Township Board of Trustees finds it necessary to approve and authorize a transfer of up to \$275,956.76 from the General Fund (1000) to the newly created sidewalk fund.

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

1. The Board of Trustees hereby approves the Township Fiscal Officer or Township Administrator to transfer up to \$275,956.76 to the Township's Sidewalk Fund.
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 meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.
3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.
4. This resolution shall take effect at the earliest period allowed by law.

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

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

ADOPTED this _____ day of March, 2021.

BOARD OF TRUSTEES:

Raj Rajagopal, Trustee

Dan Unger, Trustee

Matthew Wahlert, Trustee

ATTEST:

Jeff Baker,
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 _____ day of March, 2021.

Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration
Department Director: Geoff Milz, Administrator

Motion to Authorize the Township Administrator to Sell A Portion of Parcel 510-0060-0253 to Crossing of Colerain, LLC and Execute all Related Documents

Recommend ADOPTION of the Motion.

Rationale:

This portion of Groesbeck Park is underutilized, overgrown with brush, and a common location for dumping in the Township. In alignment with the Township's strategic plan, sale of this portion of the park would allow for development of the space that would enhance the overall aesthetics of the area.

The Township utilized the sealed bid portion of ORC 505.10. Bids were due to the Township by 3pm on March 3rd, 2021. The Township received one bid from Crossing of Colerain, LLC for \$12,000.

It is recommended that the sale contract be awarded to Crossing of Colerain, LLC as it meets the minimum bid requirements.

Kendall P. Kadish
D: 513.579.6983
kkadish@kmlaw.com

February 26, 2021

RECEIVED

MAR 01 2021

COLERAIN ZONING

VIA UPS OVERNIGHT MAIL DELIVERY

Attn: Geoff Milz
4200 Springdale Road
Cincinnati, Ohio 45251

Re: Submission of Sealed Bid for Portion A of Parcel 510-0060-0253 (the "Property")

Dear Mr. Milz:

This law firm represents Crossing of Colerain, LLC, a Delaware limited liability company (the "Company"), and Mr. Todd Gordon, the principal of the Company. In response to Colerain Township's Request for Sealed Bids for that Portion A of Parcel 510-0060-0253 consisting of approximately 0.1448 acres of land (the "Property"), this letter constitutes formal submission of a sealed bid on behalf of Mr. Gordon and the Company to acquire the Property from Colerain Township in exchange for a purchase price in the sum of \$12,000.00 (the "Purchase Price").

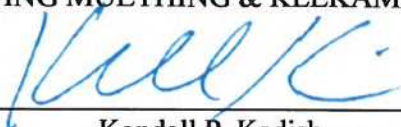
Mr. Gordon acknowledges that the Property is currently part of a larger tract of land and such larger tract of land will need to be subdivided in connection with closing in order to create the Property as a separately transferable tax parcel at closing. Mr. Gordon agrees to take all action as necessary in order to complete such subdivision.

Upon acceptance of Mr. Gordon's sealed bid, we look forward to working cooperatively with your department to enter into a purchase agreement for the Property for the Purchase Price.

Please feel free to call if you have any questions with respect to the foregoing or if you require any additional information or materials in connection with this sealed bid. Thank you for your consideration.

Sincerely,

KEATING MUETHING & KLEKAMP PLL

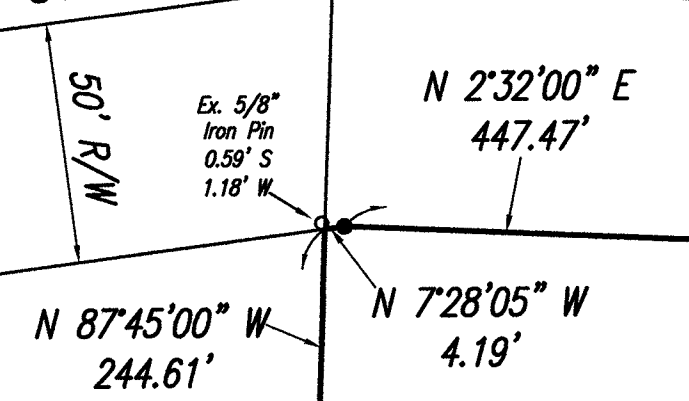
By: 

Kendall P. Kadish
Associate

C: Joseph Trauth, Esq.; Todd Gordon

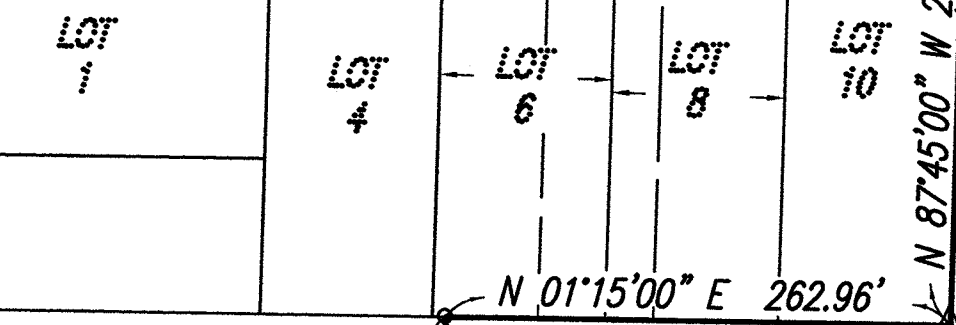
10458085.1

CLARA AVENUE

DETAIL "A"
Scale: 1"=40'EDWARD T. HONNER'S
SUBDIVISION OF GROESBECK
P.B. 28, PG. 74

GALBRAITH ROAD

CLARA AVENUE

Auditors Parcel
510-0060-0050
Public Library Of
Cincinnati & Hamilton County
R.L. Certificate #181789Ex. 1/4" Pin
0.47' S
0.35' E
Ex. 1/2" Pin
0.43' S
0.26' W
N 87°45'00" W 268.98'
(268.33' R.L. 181789)

S 01°33'00" W

Auditors Parcel
510-0060-0011
Archbishop Of Cincinnati
D.B. 2640 PG. 56

(N 04°37'22" E GRID BEARING)

Auditors Parcel
510-0060-0252
Colerain Township Board Of Trustees
O.R. 10578, Pg. 1940Auditors Parcel
510-0060-0011
Archbishop Of Cincinnati
D.B. 2640 PG. 56Old Stone
N.E. Corner Original
R.L. Cert. #10622RONALD REGAN
CROSS COUNTY HIGHWAYResidue Parcel "B"
CLOSURE - 14.2372 ACRES

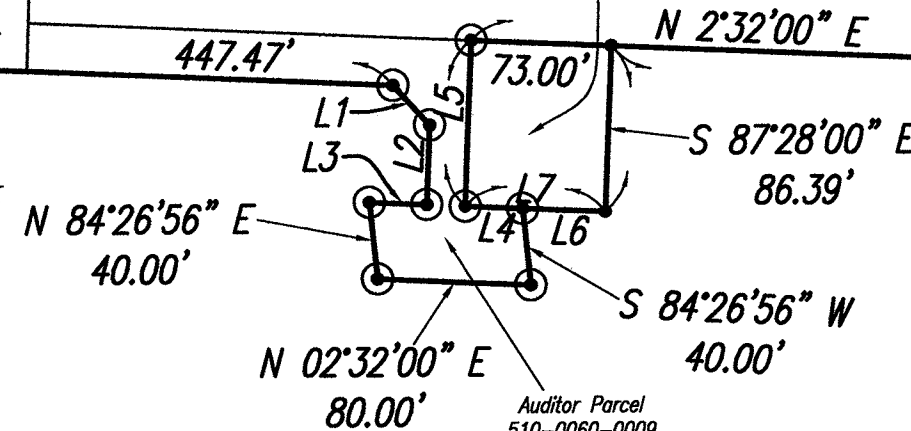
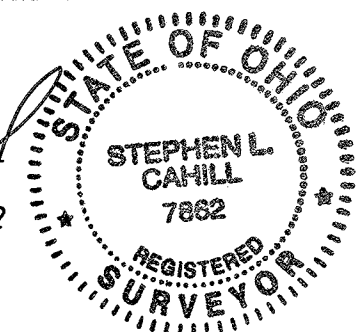
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Line Course: S 1°33'00" W Length: 1,422.82'
North: 4,961.8279' East: 5,936.7803'
Line Course: N 87°45'00" W Length: 268.98'
North: 4,972.3880' East: 5,668.0077'
Line Course: N 1°15'00" E Length: 262.96'
North: 5,235.2854' East: 5,673.7441'
Line Course: N 87°45'00" W Length: 244.61'
North: 5,244.8888' East: 5,429.3227'
Line Course: N 7°28'05" W Length: 4.19'
North: 5,249.0432' East: 5,428.7781'
Line Course: N 2°32'00" E Length: 447.47'
North: 5,696.0759' East: 5,448.5566'
Line Course: N 47°32'00" E Length: 28.28'
North: 5,715.1695' East: 5,469.4179'
Line Course: S 87°28'00" E Length: 41.39'
North: 5,713.3400' East: 5,510.7674'
Line Course: S 2°32'00" W Length: 30.00'
North: 5,683.3693' East: 5,509.4414'
Line Course: N 84°26'56" E Length: 40.00'
North: 5,687.2387' East: 5,549.2538'
Line Course: N 2°32'00" E Length: 80.00'
North: 5,767.1605' East: 5,552.7899'
Line Course: S 84°26'56" W Length: 40.00'
North: 5,763.2912' East: 5,512.9775'
Line Course: N 2°32'00" E Length: 43.00'
North: 5,806.2491' East: 5,514.8781'
Line Course: N 87°28'00" W Length: 86.39'
North: 5,810.0676' East: 5,428.5725'
Line Course: N 2°32'00" E Length: 414.06'
North: 6,223.7229' East: 5,446.8742'
Line Course: N 56°36'17" E Length: 98.03'
North: 6,277.6798' East: 5,528.7188'
Line Course: N 79°36'33" E Length: 301.78'
North: 6,332.1094' East: 5,825.5497'
Line Course: N 70°50'35" E Length: 158.50'
North: 6,384.1223' East: 5,975.2725'

Perimeter: 4,012.46' Area: 620,172 Sq. Ft. 14.2372 Acres

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.0078 Course: S 49°30'03" E
Error North: -0.00503 East: 0.00589
Precision 1: 514,417.95Parcel "A"
CLOSURE - 0.1448 ACRES

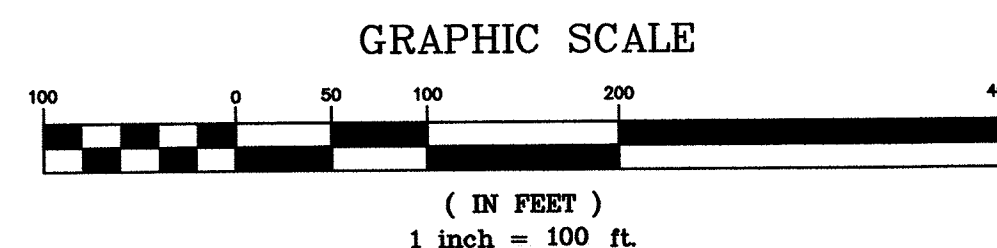
North: 5,733.3239' East: 5,511.6504'
Line Course: N 87°28'00" W Length: 86.39'
North: 5,737.1424' East: 5,425.3449'
Line Course: N 2°32'00" E Length: 73.00'
North: 5,810.0711' East: 5,428.5715'
Line Course: S 87°28'00" E Length: 86.39'
North: 5,806.2526' East: 5,514.8771'
Line Course: S 2°32'00" W Length: 73.00'
North: 5,733.3239' East: 5,511.6504'

Perimeter: 318.78' Area: 6,306 Sq. Ft. 0.1448 Acres

Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.0000 Course: N 0°00'00" E
Error North: 0.00000 East: 0.00000
Precision 1: 318,780,000.00Parcel "A"
0.1448 Acres
6,306 Sq. Ft.
Area To Be Transferred
To Auditors Parcel
510-0060-0259Auditors Parcel
510-0060-0259
Crossing Of Colerain, LLC.
O.R. 13401, Pg. 594Residue Parcel "B"
14.2372 Acres
620,172 Sq. Ft.Auditors Parcel
510-0060-0253
Colerain Township Board Of Trustees
R.L. Cert. #216191COORDINATES SHOWN AT PROPERTY CORNERS AND "GRID BEARINGS"
ARE RELATIVE TO NAD-83, OHIO STATE PLANE COORDINATE SYSTEM -
SOUTH ZONE, BASED ON REALTIME G.P.S. OBSERVATIONS OF
HAMILTON COUNTY GEODETIC CONTROL MONUMENTS.NORTH BASED ON A RANDOM BEARING SYSTEM
RELATIVE TO ORIGINAL REGISTERED LAND CERT. #10622Note: All Set 5/8" Iron Pin & Cap Shall Have A Yellow Cap
Stamped With "ABERCROMBIE & ASSOC INC SLC-7862"I Hereby Certify That This Is A True And Accurate Survey Done
By Me And Under My Direction And That All Monuments Have
Been Found Or Set As Shown.Stephen L. Cahill, PLS
Ohio Registered Surveyor #7862
1-19-21

LINE TABLE

LINE	LENGTH	BEARING
L1	28.28'	S 47°32'00" W
L2	41.39'	N 87°28'00" W
L3	30.00'	S 02°32'00" W
L4	30.00'	S 02°32'00" W
L5	86.39'	N 87°28'00" W
L6	43.00'	N 02°32'00" E
L7	73.00'	S 02°32'00" W



PLAT OF SURVEY

SECTION-2, TOWN-2, E.RANGE-1
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIOAbercrombie
& Associates, Inc.
Civil Engineering + Surveying
8111 Cheviot Road, Suite 200 - Cincinnati, Ohio 45247
513-385-5757 • www.abercrombie-associates.com

REVISIONS

SCALE
1"=100'DATE
1-7-21JOB NO.
16-0100DRAWN
R.B.1
1

DWG.: RB-SVPT



**Abercrombie
& Associates, Inc.**

Civil Engineering + Surveying

JANUARY 19, 2021

LEGAL DESCRIPTION

PARCEL "A"

0.1448 ACRES

SITUATE IN SECTION 2, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING PART OF CERTIFICATE NUMBER 216191 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN OLD STONE AT THE NORTHEAST CORNER OF ORIGINAL CERTIFICATE NUMBER 10622 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS, SAID POINT BEING WITHIN THE LIMITED ACCESS RIGHT OF WAY OF RONALD REAGAN CROSS COUNTY HIGHWAY; THENCE ALONG THE EASTERLY LINE OF SAID ORIGINAL REGISTERED LAND CERTIFICATE NUMBER 10622, SOUTH 01°33'00" WEST, 46.26 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2000) IN THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF RONALD REGAN CROSS COUNTY HIGHWAY; THENCE ALONG THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF RONALD REGAN CROSS COUNTY HIGHWAY, THE FOLLOWING THREE COURSES AND DISTANCES, SOUTH 70°50'35" WEST, 158.50 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2000); THENCE SOUTH 79°36'33" WEST, 301.78 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2000) AND SOUTH 56°36'17" WEST, 98.03 FEET TO THE NORTHEAST CORNER OF THE PROPERTY AS CONVEYED TO CROSSING OF COLERAIN, LLC IN OFFICIAL RECORD 13401, PAGE 594 OF THE HAMILTON COUNTY, OHIO RECORDS, BEING WITNESSED BY AN EXISTING IRON PIN AND CAP WHICH IS 1.27 FEET NORTH AND 0.30 FEET WEST; THENCE LEAVING THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF RONALD REGAN CROSS COUNTY HIGHWAY, ALONG THE EASTERLY LINE OF SAID CROSSING OF COLERAIN TRACT, SOUTH 02°32'00" WEST, 414.06 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE LEAVING THE EASTERLY LINE OF SAID CROSSING OF COLERAIN TRACT, ALONG A NEW DIVISION LINE, SOUTH 87°28'00" EAST, 86.39 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862); THENCE CONTINUING ALONG A NEW DIVISION AND ALONG THE PROPERTY AS CONVEYED TO GROESBECK CIVIC ASSOCIATION INC IN CERTIFICATE NUMBER 187779 OF THE

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Phone: (513) 385-5757 • Fax: (513) 245-5161

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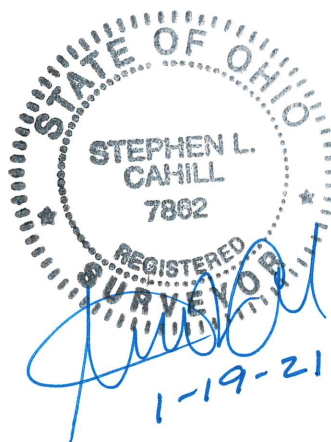
HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS, SOUTH 02°32'00" WEST, 73.00 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE ALONG THE NORTHERLY LINE OF SAID GROESBECK CIVIC ASSOCIATION TRACT, NORTH 87°28'00" WEST, 86.39 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7863) (2003) IN THE EASTERLY LINE OF THE AFOREMENTIONED CROSSING OF COLERAIN LLC TRACT; THENCE ALONG THE EASTERLY LINE OF SAID CROSSING OF COLERAIN LLC TRACT, NORTH 02°32'00" EAST, 73.00 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 0.1448 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE BASED ON A RANDOM BEARING SYSTEM RELATIVE TO EXISTING ORIGINAL REGISTERED LAND CERTIFICATE NUMBER 10622.

THE ABOVE DESCRIBED REAL ESTATE IS A PART OF THE SAME PREMISES DESCRIBED IN CERTIFICATE NUMBER 216191 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 01/07/21 MADE BY STEPHEN L. CAHILL, P.L.S., OF ABERCROMBIE & ASSOCIATES, INC. OHIO REGISTERED SURVEYOR NUMBER 7862.

THIS CONVEYANCE IS A TRANSFER BETWEEN ADJOINING LOT OWNERS MADE IN COMPLIANCE WITH SECTION 711.001, SUBSECTION (B)(1)(B) OHIO REVISED CODE, AND DOES NOT CREATE AN ADDITIONAL BUILDING SITE NOR VIOLATE ANY ZONING REGULATION OR OTHER PUBLIC REGULATION IN THE PARCEL HEREBY CONVEYED OR THE BALANCE OF THE PARCEL RETAINED BY THE GRANTOR HEREIN. THE PARCEL HEREBY CONVEYED MAY NOT HEREAFTER BE CONVEYED SEPARATELY FROM THE GRANTEE'S ADJOINING PARCEL NOR ANY STRUCTURE ERECTED THEREON WITHOUT THE PRIOR APPROVAL OF THE AUTHORITY HAVING APPROVING JURISDICTION OF PLATS.



FILE:00-0172.LD8-0.1448AC



**Abercrombie
& Associates, Inc.**

Civil Engineering + Surveying

JANUARY 19, 2021

**LEGAL DESCRIPTION
PARCEL "B"
14.2372 ACRES**

SITUATE IN SECTION 2, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING PART OF CERTIFICATE NUMBER 216191 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN OLD STONE AT THE NORTHEAST CORNER OF ORIGINAL CERTIFICATE NUMBER 10622 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS, SAID POINT BEING WITHIN THE LIMITED ACCESS RIGHT OF WAY OF RONALD REAGAN CROSS COUNTY HIGHWAY; THENCE ALONG THE EASTERLY LINE OF SAID REGISTERED LAND CERTIFICATE NUMBER 10622, SOUTH $01^{\circ}33'00''$ WEST, 46.26 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2000) IN THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF RONALD REGAN CROSS COUNTY HIGHWAY AND THE REAL PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING ALONG THE EASTERLY LINE OF SAID ORIGINAL REGISTERED LAND CERTIFICATE NUMBER 10622, SOUTH $01^{\circ}33'00''$ WEST, 1422.82 FEET TO THE SOUTHEAST CORNER OF CERTIFICATE NUMBER 216191 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS, BEING WITNESSED BY AN EXISTING CROSS NOTCH, WHICH IS 0.68' SOUTH; THENCE LEAVING THE EASTERLY LINE OF SAID ORIGINAL REGISTERED LAND CERTIFICATE NUMBER 10622, ALONG THE LINES OF SAID REGISTERED LAND CERTIFICATE 216191, THE FOLLOWING ELEVEN COURSES AND DISTANCES, NORTH $87^{\circ}45'00''$ WEST, 268.98 FEET TO A POINT IN THE EASTERLY LINE OF EDWARD T. HONNERT'S SUBDIVISION OF GROESBECK AS RECORDED IN PLAT BOOK 28, PAGE 74 OF THE HAMILTON COUNTY, OHIO RECORDS, BEING WITNESSED BY AN EXISTING $\frac{1}{4}$ " IRON PIN, WHICH IS 0.47 FEET SOUTH AND 0.35 FEET EAST AND BY AN EXISTING $\frac{1}{2}$ " IRON PIN, WHICH IS 0.43 FEET SOUTH AND 0.26 FEET WEST; THENCE ALONG THE EASTERLY LINE OF SAID EDWARD T. HONNERT'S SUBDIVISION, NORTH $01^{\circ}15'00''$ EAST, 262.96 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2000) AT THE NORTHEAST CORNER OF SAID EDWARD T. HONNERT'S SUBDIVISION; THENCE ALONG THE NORTHERLY LINE OF SAID EDWARD T. HONNERT'S SUBDIVISION, NORTH $87^{\circ}45'00''$ WEST, 244.61 FEET TO A POINT IN THE EASTERLY RIGHT OF WAY OF CLARA AVENUE,

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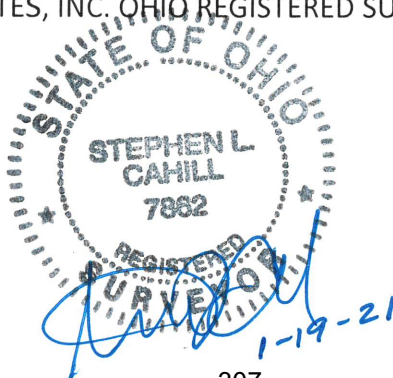
BEING WITNESSED BY AN EXISTING $\frac{5}{8}$ " IRON PIN WHICH IS 0.59 FEET SOUTH AND 1.18 FEET WEST; THENCE LEAVING THE NORTHERLY LINE OF SAID EDWARD T. HONNERT'S SUBDIVISION, ALONG THE EASTERLY RIGHT OF WAY OF CLARA AVENUE, NORTH $07^{\circ}28'05''$ WEST, 4.19 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862); THENCE CONTINUING ALONG THE EASTERLY RIGHT OF WAY OF CLARA AVENUE AND ITS NORTHERLY EXTENSION, NORTH $02^{\circ}32'00''$ EAST, 447.47 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE NORTH $47^{\circ}32'00''$ EAST, 28.28 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE SOUTH $87^{\circ}28'00''$ EAST, 41.39 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE SOUTH $02^{\circ}32'00''$ WEST, 30.00 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE NORTH $84^{\circ}26'56''$ EAST, 40.00 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE NORTH $02^{\circ}32'00''$ EAST, 80.00 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE SOUTH $84^{\circ}26'56''$ WEST, 40.00 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2003); THENCE LEAVING SAID REGISTERED LAND CERTIFICATE NUMBER 216191, ALONG A NEW DIVISION LINE, THE FOLLOWING TWO COURSES AND DISTANCES, NORTH $02^{\circ}32'00''$ EAST, 43.00 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) AND NORTH $87^{\circ}28'00''$ WEST, 86.39 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) IN THE EASTERLY LINE OF THE PROPERTY AS CONVEYED TO CROSSING OF COLERAIN, LLC IN OFFICIAL RECORD 13401, PAGE 594 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE EASTERLY LINE OF SAID CROSSING OF COLERAIN TRACT, NORTH $02^{\circ}32'00''$ EAST, 414.06 FEET TO THE NORTHEAST CORNER OF SAID CROSSING OF COLERAIN TRACT IN THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF RONALD REGAN CROSS COUNTY HIGHWAY, BEING WITNESSED BY AN EXISTING IRON PIN AND CAP WHICH IS 1.27 FEET NORTH AND 0.30 FEET WEST; THENCE LEAVING THE EASTERLY LINE OF SAID CROSSING OF COLERAIN TRACT, ALONG THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF RONALD REGAN CROSS COUNTY HIGHWAY THE FOLLOWING THREE COURSES AND DISTANCES, NORTH $56^{\circ}36'17''$ EAST, 98.03 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2000); THENCE NORTH $79^{\circ}36'33''$ EAST, 301.78 FEET TO A SET $\frac{5}{8}$ " IRON PIN AND CAP (#7862) (2000) AND NORTH $70^{\circ}50'35''$ EAST, 158.50 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 14.2372 ACRES OF LAND AND BEING SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS USED IN THIS LEGAL DESCRIPTION ARE BASED ON A RANDOM BEARING SYSTEM RELATIVE TO EXISTING ORIGINAL REGISTERED LAND CERTIFICATE NUMBER 10622.

THE ABOVE DESCRIBED REAL ESTATE IS A PART OF THE SAME PREMISES DESCRIBED IN CERTIFICATE NUMBER 216191 OF THE HAMILTON COUNTY, OHIO REGISTERED LAND RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 01/07/21 MADE BY STEPHEN L. CAHILL, P.L.S., OF ABERCROMBIE & ASSOCIATES, INC. OHIO REGISTERED SURVEYOR NUMBER 7862.

FILE:00-0172.LD7-14.2372AC



AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement") is made as of this ____ day of March, 2021, by and between the Board of Township Trustees of Colerain Township, Ohio ("Seller"), and Crossing of Colerain, LLC ("Purchaser").

1. Agreement of Sale and Purchase; Description of Property. For the consideration and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, and Purchaser agrees to purchase, Seller's interest in the real property identified as Parcel No. 510-0060-0253 in the Township of Colerain, Hamilton County, State of Ohio, together with buildings, improvements, fixtures and structures, if any, located thereon and all appurtenant rights and privileges (hereinafter all collectively called the "Property").

2. Purchase Price and Payment. The total purchase price ("Purchase Price") for the Property shall be Twelve Thousand Dollars (\$12,000.00). The Purchase Price shall be paid as follows:

- (a) the Purchase Price shall be paid at Closing in cash, by certified, bank or cashier's check, or by bank-wire transfer of immediately available funds to Seller's account, as designated by Seller. This amount shall be subject to prorations, apportionments and adjustments, if any, as hereinafter provided.

3. Closing and Possession. The closing of this Agreement ("Closing") shall take place on or before April 1, 2021 at such location and at such time as is mutually agreeable to the parties.

4. Subdivision of Property. Purchaser agrees to be responsible for the subdivision of the existing parcel and understands that sale of the Property is contingent on the ability to properly subdivide the parcel on which the Property currently exists.

5. Conveyance of Title. At the Closing, title to the Property shall be conveyed to Purchaser in an "AS IS" "WHERE-IS" condition by quit claim deed, which deed shall convey Seller's interest without warranties or covenants of any kind and subject to (i) easements, restrictions, and agreements of record, (ii) all present and future liens for real estate taxes, subject to adjustments, prorations and apportionments if any as set forth hereinafter, and (iii) legal highways. Purchaser understands that the Property being sold in an "AS IS" "WHERE IS" condition means that the Property is being sold subject to existing encumbrances, liens, easements, zoning ordinances, other restrictions of record, such facts as an accurate survey would reveal and any present or future assessments for the construction of improvements benefitting the Property and that no representation is made by Seller as to the utility, usability, or environmental condition of the Property.

6. Apportionments and Reimbursements. Upon and as of the Closing date, real estate taxes and installments of assessments applicable to the Property shall be prorated between the parties based upon the tax bills most recently issued by the Treasurer of Hamilton County, Ohio. Purchaser shall assume and agrees to pay taxes and assessments thereafter; thus, Purchaser shall pay prorated real estate taxes for the balance of the current year as of the date of Closing of title.

7. Brokerage. Each party hereto represents and warrants to the other that they have not dealt with any broker, consultant, finder or like agent who might be entitled to any compensation in connection with the transaction contemplated herein and that no real estate commission is owed by either party as to this transaction. Accordingly, each party hereby indemnifies the other up to the amount of \$100,000 from and against any claims, costs, expenses, suits, damages or causes of action brought by any broker, consultant, finder, or like agent with whom the other has negotiated or dealt, which indemnification shall include the other party's attorney's fees and court costs.

8. Expenses & Recording of Deed. Purchaser shall pay the Ohio transfer tax, if applicable, with respect to the transactions provided for under this Agreement. Except as otherwise expressly provided herein, the parties shall bear and pay all expenses they respectively incur in connection with this Agreement and the transactions contemplated hereby. Purchase shall take steps to record the deed detailing this transaction within thirty (30) days of the Closing and understands that title to the Property shall automatically revert back to Colerain Township without the necessity of entry or reentry if such steps are not taken. Purchaser also agrees to pay the cost of all recording fees associated with the purchase of this Property. The provisions of this section shall survive the Closing.

9. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties, and supersedes all prior understandings, if any, there being no other conditions, representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

Board of Township Trustees
of Colerain Township, Ohio:

By: _____

Dated: _____

PURCHASER: _____

Dated: _____

ADMINISTRATION

Department: Administration

Department

Director:

Performance and Compensation of Township Administrator

Rationale:

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

CONSENT ITEMS

Department: Police

Department
Director: Mark Denney, Police Chief

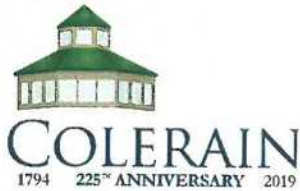
New Hire - Police Officer - Police Department

Recommend approval of all consent items.

Rationale:

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

The wage for this job is \$30.29 per hour for 40 hours per week . Contingent upon successful completion of a medial and psychiatric evaluation and Board approval, he would be eligible to begin work on March 10, 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: 146- Uniformed Patrol Officer Position Number: 4044- Uniformed Police Officer

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: William Gaffney

Hourly rate: \$30.29 Employee Supervisor: Chris Phillips

Min/Max hours/week: 40

Proposed start date: 3/21/21 Eligibility Date: 3/10/2021

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Brought to Trustees on 3/9/2021

Department Head Name: Mark Denney

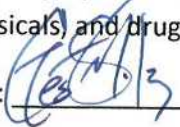
Signature: 

Date: 3/3/2021

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: 3/21/2021

Administrator Signature: 

Date: 3.4.21

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: Ongoing Process

Date posting closed: Ongoing Process

Interview Committee: Ed Cordie, Dean Doerflein, Kurt Magoteaux

Interview dates: 2/22/21

Number of applications: 49

Number of candidates interviewed: ongoing

CONSENT ITEMS

Department: Police

Department
Director: Mark Denney, Police Chief

New Hire - Police Officer - Police Department

Recommend approval of all consent items.

Rationale:

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

The wage for this job is \$25.48 per hour for 40 hours per week . Contingent upon successful completion of a medial and psychiatric evaluation and Board approval, he would be eligible to begin work on March 10, 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: 146- Uniformed Patrol Officer Position Number: 4062- Uniformed Patrol Officer

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: Eric Tricase

Hourly rate: 25.48 Employee Supervisor: Chris Phillips

Min/Max hours/week: 40

Proposed start date: 03/21/2021 Eligibility Date: 3/10/2021

Tentative schedule of hours:

Does this position supervise staff? ☐ Yes ☒ No

Comments:

Department Head Name: Mark Denney

Signature: Mark Denney

Date: 02/24/2021

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: 03/21/2021

Administrator Signature: [Signature]

Date: 3.4.21

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: 1/4/2021

Date posting closed: Ongoing

Interview Committee: Ed Cordie, Mike Owens, Paula Adkins

Interview dates: 2/11/2021

Number of applications: 45

Number of candidates interviewed: Click or tap here to enter text.

CONSENT ITEMS

Department: Police

Department
Director: Mark Denney, Police Chief

New Hire- Police Officer - Police Department

Rationale:

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

The wage for this job is \$25.48 per hour for 40 hours per week . Contingent upon successful completion of a medial and psychiatric evaluation and Board approval, he would be eligible to begin work on March 10, 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: 146- Uniformed Patrol Officer Position Number: 4059- Uniformed Police Officer

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: Amberly Richardson

Hourly rate: \$25.48 Employee Supervisor: Chris Phillips

Min/Max hours/week: 40

Proposed start date: 3/21/21 Eligibility Date: 3/10/2021

Tentative schedule of hours: 40 hours per week

Does this position supervise staff? ☐ Yes ☒ No

Comments: Trustee approval date 3/9/2021

Department Head Name: Mark Denney

Signature: 

Date: 3/3/2021

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: 3/21/2021

Administrator Signature: _____

Date: _____

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: Ongoing Process

Date posting closed: Ongoing Process

Interview Committee: Ed Cordie, Dean Doerflein, Kurt Magoteaux

Interview dates: 2/22/21

Number of applications: 49

Number of candidates interviewed: ongoing

CONSENT ITEMS

Department: Administration

Department
Director:

New Hire - Code Enforcement Specialist - Planning & Zoning

Recommend approval of all consent items.

Rationale:

The position of Code Enforcement Specialist was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: John Shuessler.

The wage for this job is \$12.00 per hour for 20 hours per week through the season. Contingent upon Board approval, he would be eligible to begin work on February 16, 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: 167 Position Number: 3101

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 Schuessler

Hourly rate: 12.00 Employee Supervisor: Michael Ionna

Min/Max hours/week: 16 minimum 39 maximum

Proposed start date: 3/15/2021 Eligibility Date:

Tentative schedule of hours: Monday Through Friday 12-4

Does this position supervise staff? ☐ Yes ☒ No

Comments: After two interviews John seems like he would be an exceptional fit for the position

Department Head Name: Michael Ionna

Signature: *Michael Ionna*

Date: 02/02/2021

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: [Click or tap here to enter text.](#)

Administrator Signature: [Click or tap here to enter text.](#)

Date: [Click or tap here to enter text.](#)

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: 10/06/2020

Date posting closed: N/A

Interview Committee: Mike Ionna, Renetta Edwards, Chris Cavallaro

Interview dates: 1/21/2021; 2/16/2021

Number of applications: 17

Number of candidates interviewed: 4

CONSENT ITEMS

Department: Fire
Department
Director: Allen Walls, Fire Chief

New Hire - Firefighter/Paramedic - Fire Department

Recommend approval of all consent items.

Rationale:

The position of firefighter/paramedic was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Amber Francis. The wage for this job is \$48,926 annually per the IAFF local 3915 bargaining agreement. Contingent upon Board approval, Amber would be eligible to begin work on March 21, 2021.

**COLERAIN TOWNSHIP
EMPLOYEE STATUS CHANGE**

EMPLOYEE PROFILE

Employee Name: Amber L. Francis
Board Approved
Date: 3/9/2021

Department: Fire & EMS
Date Effective: 3/21/2021

EMPLOYMENT CHANGES

New Hire: ☐ Job Title: FT Firefighter/Paramedic Supervisor: Chief Grant Burns
Rehire: ☐
Part-Time: ☐ Start Date: _____ End Date: 03/20/21
Full-Time: ☒ Start Date: 3/21/2021 End Date: _____

CLASSIFICATION CHANGES

Old Information

New Information

Transfer: ☐	Title/Dept: _____	Title/Dept: _____
Promotion: ☒	Title/Dept: <u>Part Time Firefighter/Medic/Fire</u>	Title/Dept: <u>Full Time Firefighter/Medic/Fire</u>
Demotion: ☐	Title/Dept: _____	Title/Dept: _____
Title: ☐	Title/Dept: _____	Title/Dept: _____
Compensation	Hourly Wage/	Hourly Wage/
Salary: ☒	Salary: <u>\$16.41 hourly</u>	Salary: <u>\$48,926.00/\$17.75</u>
Status: _____	Status: _____	Status: _____

Other changes: _____

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

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

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

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

ADDITIONAL COMPENSATION/BENEFITS INFORMATION

Please List Any Additional Changes in Compensation or Benefits: _____

VERIFICATION OF CHANGES

Director Signature:  Date: 3/31/2021 Verify Final ☐ Payout

Finance Director Signature: _____ Date: _____

CONSENT ITEMS

Department: Fire

Department
Director: Allen Walls, Fire Chief

Donation Acceptance - Police Department- \$830.04

Recommend ADOPTION of the Motion.

Rationale:

Request authorization to accept a monetary donation \$830.04 (70" television and mounting hardware) for the Police Department report room from Meijer, 3711 Stonecreek Blvd., Cincinnati, OH 45251.





3711 Stonecreek Blvd.
Cincinnati, OH 45251 - #240
(513)245-7500 meijer.com

The Meijer Team appreciates your business
01/19/21
Your checkout was provided by ANDREW

TRANSACTION RESUMED 53
TERMINAL NUMBER 142

SALE
69883304305 TV MOUNT 119.99 CT
88727640006 SAMSUNG TV 649.99 CT
SUBTOTAL 769.98
OH 7.80% Sales Tax 60.06
TOTAL TAX 60.06
TOTAL 830.04
GIFT/RETURN CARD TENDER 500.00 M
XXXXXXXXXXXXXXXX8255 (S)
APPROVAL CODE 593090
GIFT/RETURN CARD Remaining Bal:.00
GIFT/RETURN CARD TENDER 330.04 M
XXXXXXXXXXXXXXXX5712 (S)
APPROVAL CODE 838435
GIFT/RETURN CARD Remaining Bal:.00

NUMBER OF ITEMS 2

For information on Meijer return policy
visit meijer.com



A02400UNKW0LXIS

Tx:240 Op:2178692 Tm:143 St:240 17:42:31

CONSENT ITEMS

Department: Administration
Department Director: Allen Walls, Fire Chief

Donation Acceptance - Fire Department - \$300

Recommend approval of all consent items.

Rationale:

Colerain Township Fire Department is grateful for a \$300.00 donation from Trustee Matt Wahlert in appreciation of their service.

CONSENT ITEMS

Department: Administration

Department
Director: Mark Denney, Police Chief

Donation Acceptance - Police Department - \$300

Recommend approval of all consent items.

Rationale:

Colerain Township Police Department is grateful for a \$300.00 donation from Trustee Matt Wahlert in appreciation of the services they provide.

CONSENT ITEMS

Department: Administration
Department Director: Geoff Milz, Administrator

Contract - OKI Regional Council of Governments - FIAM 2.0

Recommend approval of all consent items.

Rationale:

This contract provides access to OKI Regional Council of Government's FIAM 2.0 Financial Impact Modeling Software.

MEMORANDUM OF UNDERSTANDING OKI FIAM 2.0 Program

This Memorandum of Understanding ("MOU") is made this 24th day of February 2021, by and between the OHIO KENTUCKY INDIANA REGIONAL COUNCIL OF GOVERNMENTS ("OKI"), and COLERAIN TOWNSHIP, OHIO ("The Community").

I. PURPOSE

This MOU outlines the consultation provided by OKI to The Community using the OKI Fiscal Impact Analysis Model (FIAM).

The Community is seeking OKI's assistance with analyzing fiscal impact using the FIAM and has consulted with OKI staff. The Community understands that the use of the FIAM is generally only appropriate for analysis of multiple possible development scenarios and that other methods of conducting fiscal impact analysis might be more appropriate for The Community's needs. OKI staff will assist The Community in selecting the best method, and assist The Community, as needed, through any fiscal impact analysis method.

II. ROLES & RESPONSIBILITIES

The consultation process will proceed along the following steps:

1. OKI staff will confirm community-specific data with The Community and ask for any additional data needed to complete the community dataset.
2. The Community will supply OKI staff with additional data requested referred to in #1 above, and the details of land use scenarios it would want the FIAM to test.
3. Running the Model: OKI will use the scenarios provided by The Community with the FIAM to analyze the fiscal impact of each scenario. OKI will deliver the results in an interactive report.
4. Alternative Methods of Fiscal Impact Analysis: If the use of the FIAM tool is not the proper method of analyzing the fiscal impact of the Community's scenario(s), OKI staff will use reasonable efforts to furnish the Community with the necessary materials, guidance and support to execute the appropriate methodology.
5. OKI staff will meet with The Community's administrative staff to walk through the details of the interactive report and discuss the findings.

III. MODEL ACCURACY

OKI's FIAM tool has been designed in accordance with a commonly accepted methodology in estimating fiscal impact using multiple factors. This results in a very detailed result that is sensitive to changes in all land use types. Like any model, the results are estimates. The

calculations rely on data that represent averages or typical conditions. Furthermore, each community is different, and the accuracy of each portion of the model will vary based on the particular community.

OKI staff may be able to give a general indication of the model's accuracy for certain calculations, but a statistical measure of the accuracy of the results is not available.

IV. INTERPRETATION OF RESULTS

The results of the FIAM are intended to be used to compare the impacts of multiple scenarios. Because the accuracy of the results can vary due to many different factors, the actual measure of the results isn't as meaningful as the relative measure compared with the results of competing scenarios. OKI will take the time to prepare a report for each community, and discusses that report in detail, because it is vital that the results be viewed in the proper context.

Furthermore, fiscal impact is only one aspect communities must consider when weighing a proposed future change in land use. There are many other impacts, both positive and negative, that development can place on a community. It is vital that decision makers weigh these factors carefully. Because fiscal impacts are delivered in concrete numbers, even if they are only estimates, the tendency is for decision makers to give these impacts more importance in the decision making process.

While it should be the goal of every community to develop in a fiscally sustainable way, the fiscal balance of the community should be viewed as the end-game. Not every land use generates net positive returns. The point is for a community to be aware of the ongoing tally, with the aim to end at a pattern of land use that is not only healthy for the community, but also fiscally balanced.

V. TERM

The term of the MOU shall be from February 24, 2021 through the end of OKI's fiscal year, June 30, 2021 and shall automatically be extended on an annual basis through and until June 30, 2023. No extensions beyond June 30, 2023 will occur under this Agreement due to the Federal surface transportation planning funding cycle ending on that date. At that time a new agreement may be rendered.

Notwithstanding anything else in this MOU, either party may terminate this MOU by providing the other party with 15 calendar days prior written notice, and any such termination shall be without obligation, cost, charge or penalty. Upon any such termination, that parties will use reasonable efforts to minimize the harm suffered by the other party as a result of such termination

VI. POINTS OF CONTACT

The following individuals will be points of contact for this MOU:

OKI

Andy Meyer, OKI Senior Planner
720 E. Pete Rose Way, Suite 420
Cincinnati, OH 45202
(513) 619-7705
ameyer@oki.org

COLERAIN TOWNSHIP, OHIO

Geoff Milz, Administrator
4200 Springdale Road
Cincinnati, Ohio 45251
513-385-7500
gmlz@colerain.org

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized officers, effective as of the day and year first written above.

Ohio Kentucky Indiana Regional Council of
Governments

Signature: _____

Name: Mark R. Policinski

Title: Executive Director

Date: _____

Colerain Township, Ohio

Signature: _____

Name: Geoff Milz

Title: Township Administrator

Date: 2.25.21

CONSENT ITEMS

Department: Fire
Department
Director: Allen Walls, Fire Chief

Contract - Cincinnati State Workforce Development - Paramedic Program Partnership Agreement
Recommend ADOPTION of the Motion.

Rationale:

Career Pathways Partnership Agreement For the Paramedic Program 2021 – 2022

Cincinnati State Technical and Community College Workforce Development Center & Colerain Township,
Department of Fire and Emergency Medical Services – Hamilton County, Ohio



Partnership Agreement

2021 - 2022

Paramedic Program

Career Pathways Partnership Agreement For the Paramedic Program 2021 – 2022

Cincinnati State Technical and Community College Workforce Development Center & Colerain Township, Department of Fire and Emergency Medical Services – Hamilton County, Ohio

1. **Paramedic Program:** Cincinnati State Workforce Development Center (WDC) will continue to conduct the Paramedic Program, a one-year certificate program, in partnership with the Colerain Township, Department of Fire and Emergency Medical Services, with courses to be held at the Colerain Township Department of Fire and Emergency Medical Services Training Center and/or the Colerain Township Administration Complex. The Colerain Township Department of Fire and Emergency Medical Services will provide the use of classroom space, equipment, and both BCI and FBI background checks for three full semesters of the Paramedic Program beginning May of 2021 and concluding May of 2022.
2. **Anatomy and Physiology for the Paramedic:** In addition to the Paramedic Program listed above, the Colerain Township Department of Fire and Emergency Medical Services will also provide classroom space and equipment usage for Cincinnati State to conduct the pre-requisite class of Anatomy and Physiology. The Anatomy and Physiology class will begin March of 2021, conducted on Tuesdays and Thursdays from 5:00pm – 8:00pm, concluding May of 2021. These classes will be held at the Colerain Township, Department of Fire and Emergency Medical Services Training Center and/or the Colerain Township Administration Complex.
3. **Payment to Colerain Township:** In keeping with past practice and to demonstrate Cincinnati State's continued commitment to the Colerain Township Department of Fire and Emergency Medical Services, and the Paramedic Program, Cincinnati State Workforce Development Center will pay the Colerain Township Department of Fire and Emergency Medical Services a rental fee for the use of the facilities and equipment. This fee will equal \$300 per student, per semester. In the event a student has an outstanding balance with Cincinnati State at the conclusion of a semester, the amount will be reduced until that balance has been paid.
If at any time the enrollment of students attending the program should drop below

twelve, the amount of reimbursement will lower to \$200 per student for each subsequent semester until the end of the Program. Additionally, in return for the facility use for the Anatomy and Physiology class, Cincinnati State Workforce Development Center will also pay the Colerain Township Department of Fire and Emergency Medical Services \$100.00 per student. This payment will be sent following full payment of all student bills.

1. Cincinnati State has furnished 15 tables and chairs for use for the Training Center through Cares Act funds in keeping with social distancing requirements. If at any time this agreement is not renewed, the tables and chairs will be returned to Cincinnati State.
4. **College Credit Enrollment:** Enrollment into all Cincinnati State Paramedic classes, scheduled to be taught off campus at the Colerain Township Department of Fire and Emergency Medical Services Training Center, 11865 Colerain Avenue, Cincinnati, Ohio 45252, or the Colerain Township Administration Complex, 4200 Springdale Rd. Cincinnati, Ohio 45252 requires the student paying tuition and being enrolled at Cincinnati State and thereby receiving college credit from Cincinnati State. Both partner institutions will work together to ensure proper registration processes are completed in a timely fashion as required to meet the Ohio Board of Regents census procedures for flexibly scheduled course offerings.
5. **Additionally**
 - Applicants for college credit will meet college admission requirements and pay all appropriate fees before any credits earned through this career pathway agreement will be recorded on the student's official Cincinnati State transcript.
 - Students who have a recorded account receivable balance, or prior academic probation issue unresolved with the college will not be able to obtain college credit until the issue is resolved.
 - Credit will be listed on the student's transcript with the course name and number, as well as, credit hours and grade.
6. **Term of the Agreement:** This agreement will be in effect from June 1, 2021 through June 1, 2022.
7. **Amendment or Termination:** With the agreement of both parties, this document can be amended when needed and said amendments attached, or the document rewritten and signed by mutual agreement of the parties. Changes in federal or state funding and policy could effect this agreement resulting in termination or either party may terminate the agreement with written notice to the other party 30 days in advance and delivered via certified mail.

State of Ohio Contractual Requirements

1. The following provisions satisfy the State of Ohio contractual requirements:

- a. **Choice of Law/Jurisdiction**

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Primary Agreement and/or performance thereunder.

- b. **Declaration Regarding Material Assistance/Non-Assistance to Terrorist Organization**

Contractor hereby represents and warrants to College that it has not provided any material assistance, as that term is defined in Ohio Revised Code (“O.R.C.”) Section 2909.33(C), to any organization identified by and included on the United States Department of State Terrorist Exclusion List and that it has truthfully answered “no” to every question on the “Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization.” Contractor further represents and warrants that it has provided or will provide such to College prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void ab initio and Contractor shall immediately repay to College any funds paid under this Agreement.

- c. **Campaign Contributions**

The (vendor) hereby certifies that neither the (vendor) nor any of the (vendor)’s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in O.R.C. Section 3517.13.

- d. **Findings for Recovery**

Contractor affirmatively represents and warrants that it is not subject to an “unresolved” finding for recovery under O.R.C. Section 9.24.

- e. **Confidentiality**

It is understood by the parties that College is a state community college, created pursuant to O.R.C. Chapter 3358, and is subject to the Ohio Public Records Act, O.R.C. 149.43, et seq., and that any record kept by College that is deemed a public record is subject to release if a proper request is made.

- f. **Nondiscrimination**

Pursuant to O.R.C. §125.111, parties agree that the party, any subcontractors, and any person acting on behalf of the party or subcontractor, will not discriminate by reason of race, creed, color, religion, sex, age, disability as defined in O.R.C. § 4112.01, national origin, or ancestry against any citizen of

this state in the employment of any person qualified and available to perform the work under this contract. Parties further agree that party, any subcontractor, and any person acting on behalf of party or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract on account of race, creed, color, religion, sex, age, disability as defined in O.R.C. § 4112.01, national origin, or ancestry.

g. Ohio Drug Free Workplace

The parties agree to comply with all applicable federal, state, and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that any of its employees or permitted subcontractors engaged in the work being performed hereunder do not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

h. Ohio Ethics Laws

By signing this agreement, the parties certify that they are currently in compliance with and will continue to adhere to the requirements of Ohio ethics law as provided by O.R.C. §§ 102.03 and 102.04

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date written.

(Colerain Township):

**(Cincinnati State Technical and
Community College):**

By: _____
Signature

By: _____
Signature

Name

Name

Title

Title

CONSENT ITEMS

Department: Administration

Department
Director: Jeff McElravy, Finance Director

Contract - Plattenberg - Accounting Services

Recommend approval of all consent items.

Rationale:

This contract provides accounting services to the Township.

PLATTENBURG

Certified Public Accountants

February 16, 2021

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

Dear Jeff:

This letter will confirm the understanding of our engagement to render accounting services to Colerain Township. Plattenburg will provide accounting services to assist the City with bank reconciliations as needed.

Plattenburg will work at an hourly rate. Plattenburg will work under the direction of the Finance Director.

Plattenburg's hourly rate will be \$125 per hour and the cost will not exceed \$2,500. Plattenburg is working hourly and we do not guarantee any results.

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.

Sincerely,
Jeremy Snellgrove
Plattenburg, CPAs



Name

Twp. Administrator

Title