



Special Meeting of the Board of Trustees  
July 24, 2018

1. Opening of Meeting
2. Executive Session 6:00 PM
3. Pledge of Allegiance 7:00 PM
4. Meditation (Moment of Silence)
5. Fiscal Office – Approval of Minutes from July 10, 2018
6. Citizens Address: Questions Concerning Today's Agenda
7. New Business

Planning

- a. Resolution Declaring Nuisance and Ordering Abatement
- b. Motion Authorizing Execution of Contract with Wiesman Services, LLC for Grass Abatement Services

Public Safety

- a. Motion to Execute Contract with T Northgate Mall, LLC for Police Services (Police)
- b. Motion to Take Disciplinary Action (Police)

8. Citizens Address
9. Executive Session – if needed
10. Adjournment

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

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

7/20/18

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# NEW BUSINESS

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Department: Planning & Zoning

Department Head: Jenna M. LeCount, AICP

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## **Planning & Zoning**

a. Resolution Declaring Nuisance and Ordering Abatement

Recommend adoption of a Resolution to remove uncontrolled vegetation and/or refuse at the listed properties.

Rationale:

This Resolution is recommended to allow the Trustees to abate and assess properties with the Ohio Revised Code nuisance violations.

b. Motion Authorizing Execution of Contract with Wiesman Services, LLC for Grass Abatement Services

Recommend motion to allow Administrator to enter into a contract for abatement of nuisance properties with Paul Wiesman of Wiesman Services, LLC.

Rationale:

This motion is recommended to allow the Township Administrator to enter into a contract with Wiesman Services for the grass abatement of nuisance properties as declared by the Board of Trustees. The originally selected abatement contractor for 2018 was not meeting the expectations of the contract and a letter of termination has been sent. Weisman Services will provide the grass abatements at a cost to the township of \$80 per yard, except in cases of extraordinarily large yards.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at \_\_\_\_ p.m., on the \_\_\_\_ day of July, 2018, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Greg Insco, Raj Rajagopal, Dan Unger

Mr. \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT**

**WHEREAS** Uncontrolled vegetation and/or refuse and debris were reported at the properties listed below:

<u>Address</u>	<u>Book-Page-Parcel No.</u>
2574 Belhaven	510-0061-0311-00
7702 Cheviot	510-0082-0040-00
8452 Coghill	510-0091-0241-00
6384 Conifer	510-0350-0519-00
9832 Dunraven	510-0041-0229-00
3270 Icicle	510-0113-0120-00
9818 Loralinda	510-0041-0022-00
2680 Jackway	510-0071-0400-00

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

**WHEREAS** Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner’s maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

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

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

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;

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

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

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

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

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

Vote Record: Mr. Insko \_\_\_\_\_, Mr. Rajagopal \_\_\_\_\_, Mr. Unger \_\_\_\_\_

ADOPTED this \_\_\_\_ day of July, 2018.

BOARD OF TRUSTEES:

\_\_\_\_\_  
Greg Insko, Trustee

\_\_\_\_\_  
Raj Rajagopal, Trustee

\_\_\_\_\_  
Dan Unger, Trustee

ATTEST:

\_\_\_\_\_  
Heather E. Harlow,  
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

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

**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer  
this \_\_\_\_\_ day of July, 2018.

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Heather E. Harlow  
Colerain Township Fiscal Officer

**CONTRACT FOR ABATEMENT SERVICES IN 2018**

This Contract is entered into by and between the Colerain Township, Hamilton County, Ohio (hereinafter “the Township”) and Paul Wiesman (hereinafter “Contractor”) whose statutory agent is Wiesman Services, LLC located at 8290 Wuest Road, Cincinnati, OH 45247.

WHEREAS, pursuant to Ohio Revised Code Section 505.87, the Township desires to provide for the abatement, control or removal of any vegetation, garbage, refuse, or debris services on properties within in the Township deemed nuisances by the Township Board of Trustees; and

WHEREAS, the Township desires to retain Contractor to provide abatement services including, but not limited to, grass-cutting services necessary to abate properties and control or remove any vegetation, weeds, garbage, refuse, or debris services on properties within in the Township deemed nuisances by the Township Board of Trustees; and

WHEREAS, the Township desires to abate nuisances in the Township and retain Contractor to provide abatement services and has the power to contract as a function of local self-government provided by Article XVIII, Section 3 of the Ohio Constitution and Chapter 504 of the Ohio Revised Code; and

NOW THEREFORE in consideration of the mutual covenants and consideration contained herein and consideration to be paid for the services as detailed in this Contract, the parties agree as follows:

**TERM**

1.01 This Contract shall commence on the 25th day of July, 2018 and shall terminate on December 31, 2018, or as otherwise provided in this Contract.

**RELATIONSHIP BETWEEN PARTIES**

2.01 The relationship between the parties shall be limited to the performance of services as set forth in this Contract and shall not constitute a joint venture or a partnership or an employee-employer relationship. Neither party may obligate the other to any expense or liability outside of the Contract except upon written consent of the other.

**COMPENSATION**

3.01 The Township shall compensate the Contractor as set forth in this Contract:

- Contractor will only be paid for those properties specifically directed to be cut by a member of the Planning & Zoning Department; the Township Director of Planning & Zoning; Township Asst. Administrator; or the Township Administrator.

- Contractor will be required to pick up cut-list identifying nuisance properties from Township administration office the day after the Township has passed and approved resolutions declaring nuisances and abatements and complete the abatement of all identified nuisance properties within 3 days (weather dependent). The Township will provide anticipated resolution approval dates shortly after the execution of this Contract.
- Contractor will be required to pick up camera from Township administration and shall take “before” and “after” pictures of each and every abatement performed pursuant to this Contract in addition to documenting the start and completions times (hour and minute) as well as the number of employees who work on each abatement job.
- The Township will pay Contractor \$80.00 per yard for the performance of its services.
- If a nuisance property will require more compensation than the agreed-upon \$80.00, the Contractor will seek written approval of the Director of Planning and Zoning prior to rendering abatement services on said property. These additional services would be billed at \$40.00 per man hour with a one-hour minimum.
- The Township will compensate the Contractor only after an invoice, required pictures, and required documentation has been provided by the Contractor to the Township. Traveling time will *not* be compensated.
- The Township will process invoices within thirty (30) days of receipt from Contractor.

3.02 The Contractor shall furnish all equipment for and perform all services in connection with the abatement of properties declared nuisances as directed by the Township. The scope of work will outline the type and quantity of work to be performed in addition to the specifications for performing the work. Any work performed outside of this scope of work or amendments thereto by the Contractor shall not be compensated unless prior approval is received from Colerain Township in writing.

3.03 Contractor agrees to provide all labor, equipment, and materials necessary to perform the work in accordance with the terms and conditions of this Contract and the scope of work, specifications, and costs for each abatement performed pursuant to this Contract.

## **WARRANTY**

4.01 The Contractor agrees to hold the Township harmless from any liability from the actions of the Contractor or his agents and employees, incident to the performance of his obligations hereunder in the abatement services provided and will carry combined single limit bodily injury and property damage liability insurance of at least \$1,000,000 to protect the interests of the Township. Automobile Insurance for owned, non-owned, and hired vehicles for a combined single limit of not less than \$500,000 for each occurrence. The policy should be endorsed to include Colerain Township and any other persons or entities required by contract to be additional insureds on a primary and non-contributory basis.

4.02 The Contractor agrees to perform all work in accordance with all applicable laws and regulations.

4.03 In accordance with generally accepted practices, the Contractor shall be responsible for all matters relating to the health and safety of its personnel and equipment and the public in performance of the work. This includes recognition of the potential health and safety hazards associated with the work and includes compliance with the minimum requirements of the Health and Safety Plan in force for the work, if applicable. It is understood that protective measures specified in any health and safety plan are minimum requirements for the work.

## **INDEMNIFICATION**

5.01 The Contractor agrees to indemnify and utilize its insurance in the event that any Township equipment is damaged or if any Township full-time or part-time employee or independent contractor is injured in the course and scope of their Township duties while providing services related to and as detailed in this Contract. The Contractor shall indemnify and hold harmless the Township from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of any kind, including reasonable attorney's fees, caused by or arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake or negligence of the Township, its employees, agents, representatives or subcontractors in connection with or incidental to the performance of this Contract.

## **TERMINATION**

6.01 Either party may terminate this Contract at any time by providing thirty (30) days written notice. In the event of such termination, Contractor will be paid an equitable amount in proportion to the amount of work completed under this Contract for which payment has not been made.

## **MISCELLANEOUS**

7.01 This Contract shall be construed and enforced under Ohio Law.

7.02. Neither party may assign this Contract.

7.03 This Contract can be amended in writing signed by the Contractor and the Township Director of Planning & Zoning; Township Asst. Administrator; or the Township Administrator.

7.04 This document constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

7.05 If any provision of this Contract is found to be invalid or unenforceable, such provision shall be stricken from the Contract, and all remaining provisions shall remain in full force and effect as if the stricken provision had never been part of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract with the intent to be legally bound thereby.

COLERAIN TOWNSHIP  
4200 Springdale Rd.  
Cincinnati, OH 45251  
(513) 923-5012

Paul Wiesman  
8290 Wuest Road  
Cincinnati, OH 45247  
513-582-0402

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Lawrence E. Barbieri,  
Colerain Township Law Director

## NEW BUSINESS

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Department: Colerain Police Department

Department Head: Mark C. Denney, Chief of Police

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### Police

- a. Motion to Execute Contract with T Northgate Mall, LLC for Police Services (Police)  
Recommend adoption of a motion to permit Colerain Township Administrator Geoff Milz to sign an agreement with T Northgate Mall, LLC for police services.

Rationale:

The agreement is for police coverage, staffed by Colerain Police officers assigned by the Colerain Police Department. The Township will invoice T Northgate Mall LLC monthly at a rate of \$52.50 per hour.

- b. Motion to Take Disciplinary Action  
Recommend Action of the Board to impose discipline on Police Department employee Robert Brinkman.

Rationale:

A pre-disciplinary hearing scheduled for Thursday, July 19, 2018 was waived by Robert Brinkman. Mr. Brinkman was found to have violated Colerain Police Department rules and regulations as well as the Colerain Police Department Code of Ethics. A recommendation of termination is recommended to the Board of Trustees by Chief Mark Denney.

Upon Board approval, the termination would be effective immediately.

**CONTRACT FOR POLICE SERVICES  
BETWEEN THE COLERAIN POLICE DEPARTMENT AND T NORTHGATE MALL, LLC**

THIS CONTRACT FOR POLICE SERVICES (“**Contract**”) is made as of this 24<sup>th</sup> day, of July, 2018, by and between Colerain Township (“**Township**”) and T Northgate Mall, LLC, a Texas limited liability company (“**Landlord**”), collectively referred to herein as the “**Parties**” and, each, a “**Party**”.

THAT, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, Township and Landlord do hereby agree to the terms regarding Northgate Mall (the “**Shopping Center**”), located in Cincinnati OH as follows:

1. Township shall provide and assign all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police & security services described herein including but not limited to monitoring the Shopping Center security cameras from off-site Police headquarters on a periodic basis.
2. The Township shall schedule one (1) police officer (“**1<sup>st</sup> Officer**”) to patrol the Shopping Center pursuant to Attachment “A”. The start time for the schedule will be determined by the Chief of Police for Colerain Police Department and the onsite management (“**Management**”) at the Shopping Center. The Officer shall also thoroughly investigate reports of crime, proactively address issues related to the safety and security of the Shopping Center and its tenants with Management and provide or solicit qualified persons or police personnel as a means of providing resources on requested law enforcement related issues (“**Police Duties**”).
3. In addition to the Police Duties, detailed responsibilities of the Officer that patrols shall be included in a job description for each position (“**Job Description**”), written by the Chief of Police and Management. The Job Description shall be completed five (5) days prior to the Commencement Date.
4. The Cost and Expenses, as herein after defined, of the Police Duties shall be borne by Landlord as follows:
  - a. “Attachment A” sets forth the Cost and Expenses for the provision of the Police Duties. The Township will invoice the Landlord on a monthly basis to reflect the actual hours worked.
  - b. Both Parties have reviewed the Cost and Expenses of this Police Duties attached to and made a part of this Contract. The Parties agree that the Landlord is responsible only for the costs provided in “Attachment A.”
6. The Officers and equipment hereby under contract will, at all times, be under the direct supervision and control of the Colerain Police Department (to perform those tasks and duties set out in the Job Description) and of the Chief of Police of Colerain

Township, and subject to the rules, regulations and policies of the Colerain Police Department, and the laws of the State of Ohio and the United States Government. The Parties agree that the Officers shall be assigned to Police Duties at the Shopping Center that benefit the mission of the Police Department and Shopping Center while not being contradictory to police procedure or policies of the Colerain Police Department.

7. All records of performance of services will be maintained by the Colerain Police Department. The Colerain Police Department will conduct quarterly and yearly evaluations of Officers assigned to provide Police Duties to Shopping Center and its properties. Colerain Police supervisors will seek input from Shopping Center personnel while preparing these reviews.
8. The term of this Contract shall be for one (1) year (the “**Term**”), commencing on July 25, 2018 (the “**Commencement Date**”), through July 24, 2019 (the “**Expiration Date**”).
9. Either Party may request a meeting to review or revise this Contract if needed. All portions of this Contract shall be reviewed by both Parties on a yearly basis. Either Party may request a revision of the Contract, or terminate this Contract, by service of written notice upon the other Party, at least thirty (30) days prior to cancellation of the Contract.
10. Colerain Township reserves the right to assign the Officers who patrol Shopping Center, in accordance with the contract; provided, however, nothing herein prevents Shopping Center from requesting any replacement of who it believes is not adequately performing his/her duties. All Officers patrolling the Shopping Center, in accordance with this Contract will remain, at all times, employees of Colerain Township.
11. All notices and demands required or permitted to be given pursuant to this Contract shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered when (i) actually received by the designated addressee or, if earlier and regardless of whether actually received or not, (ii) three (3) days after having been deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (iii) one (1) business day after being sent by overnight delivery or personal delivery to Landlord or Township, addressed to the Parties hereto at the respective addresses set out below, or at such other addresses as they have theretofore specified by written notice. Township agrees that notices to Township may be given by Landlord's attorney, property manager or other agent.

LANDLORD: T Northgate Mall, LLC, a Texas limited liability company  
Northgate Mall Management Office  
Attn: Office Manager  
9501 Colerain Avenue  
Cincinnati, OH 45251

with a copy to: T Northgate Mall, LLC  
16600 Dallas Pkwy, Suite 300

Dallas, TX 75248

Township: Colerain Township  
4200 Springdale Road  
Cincinnati, Ohio 45251

11. Each Party shall be liable for its own acts to the extent provided by law.
12. The Township agrees that all insurance required to adequately cover vehicles, personnel, and equipment used by the Township in the provision of the selected services will be provided by the Township. Township shall procure and maintain from the Commencement Date throughout the Term, a policy or policies of insurance, at its sole cost and expense, the following insurance coverages with respect to the operation of its business:
  - (i) Workers' Compensation Insurance covering all Officers employed, directly or indirectly, by Township and all employees and agents of Township with respect to whom death or bodily injury claims could be asserted against Landlord or Township, as required by the laws of the State in which the Premises are located; and
  - (ii) Commercial automobile liability insurance for hired, owned/registered under Township's name and non-owned vehicles, including contractual liability with a single limit of liability not less than \$1,000,000 per accident for bodily injury and property damage combined.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, the Parties have executed this Contract effective as of the Effective Date.

\_\_\_\_\_  
Mr. Zeshan Tabani,  
Vice President

\_\_\_\_\_  
Geoff Milz, Township Administrator

**Attachment "A"**

**COLERAIN POLICE DEPARTMENT CONTRACT SERVICE COSTS**

Costs and Expenses as defined in Colerain Police Department proposal:

The Cost and Expense for Police Duties provided to **Landlord** in the Contract is \$52.50 per hour. The Township will invoice Landlord monthly and will keep a record of hours worked by each officer.

The Township shall be responsible for paying the officers and shall be responsible for all deductions as required.

The Township shall assign (1) police officer to cover the following hours

Monday- Saturday: 10:00am through 9:00pm

Sunday: 12:00pm-6:00pm

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