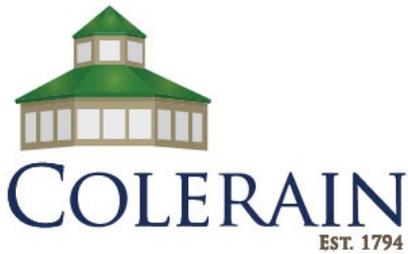


Regular Meeting of the Board of Trustees - September

September 11, 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 August 28, 2018**
6. **Presentations**
 - a. HCDC, Inc. Economic Development Presentation
 - b. Years of Service Recognition
7. **Citizens Address: Questions Concerning Today’s Agenda**
8. **Administrative Reports**
9. **Trustees' Report**
10. **Public Hearings**
 - a. Public Hearing: Zoning Case ZA2013-0003 Sanctuary Pointe - Major Modification to a Preliminary Development Plan
11. **New Business**
 - Public Safety**
 - a. Motion to Accept Gift Card Donation (Fire)
 - b. Motion Authorizing the Disposal of Surplus Vehicles (Fire)
 - c. Motion Authorizing Part-Time Department of Fire & EMS Hires (Fire)
 - d. Request to Accept Donation (Police)
 - e. Motion Authorizing Purchase of K9 Kennel (Police)
 - Public Services**
 - a. Motion To Accept Donation
 - b. Motion to Accept Donation
 - c. Motion To Execute Contract With AY Mills For Senior Center CDBG Project
 - d. Motion to Hire Seasonal Maintenance Worker
 - Planning & Zoning**





- a. Resolution Declaring Nuisance and Ordering Abatement
- b. Motion to Appoint Members of the Colerain Township Comprehensive Plan Land Use Committee
- c. Motion To Set A Public Hearing For A Major Modification To A Final Development Plan

Administration

- a. Motion to Authorize Execution of a Contract with Judy Ann Co. Properties, LLC for the purchase of Right-of-Way for Banning Road Turn Lane Project
- b. Resolution Determining To Intervene In Litigation Between The Board Of County Commissioners Of Hamilton County, Ohio And The City Of Cincinnati, Ohio Over Water Rates
- c. Resolution Appointing Members To The Hamilton County Water District Task Force

12. Consent Items

- a. Contract with Spring Grove Cemetery for the Indigent Burial of James Delosh
- b. Contract with R.H Meyer Fence Company for the Installation of Gates at Clippard Park
- c. Contract Amendment with Hamilton County for Mobile Data Computers
- d. Contract with Healthworks for Flu Shots for Employees

13. Fiscal Office Report

- a. Resolution to Amend the Permanent Appropriations

14. Citizens Address

15. Executive Session – if needed

16. Adjournment



PRESENTATIONS

Department: Administration

Department Head: Geoff Milz, Administrator

HCDC, Inc. Economic Development Presentation

Rationale:

HCDC will give a presentation on the work they do to promote economic development in Hamilton County.

PRESENTATIONS

Department: Fire

Department Head: Frank Cook, Fire Chief

Years of Service Recognition

Rationale:

Award presentation and recognition of 45-years of service for Roger Sauerwein.

PUBLIC HEARINGS

Department: Planning & Zoning

Department Head: Jenna LeCount, Planning Director

Public Hearing: Zoning Case ZA2013-0003 Sanctuary Pointe - Major Modification to a Preliminary Development Plan

Recommended adoption of Resolution approving a Major Modification to a Preliminary Development Plan subject to the following conditions and variances:

Conditions:

1. That all conditions approved as part of case Colerain ZA20131-03 shall remain in effect for the subject site including the approved landscape plan.
2. That a Major Modification to the Preliminary Development Plan be required for any further development on the remaining vacant parcel.

Variance:

Section 7.4.6(A) - That the proposed development be permitted a maximum density of 17.5 beds per acre where 7 units or beds per acre is permitted.

Rationale:

On August 2, 2018, The Hamilton County Regional Planning Commission recommended unanimously for approval of the Major Modification of a Preliminary Development Plan with conditions on the property known as Sanctuary Pointe Nursing Facility located at 11501 Hamilton Avenue. This Major Modification was requested by Chase Kohn with Next Up Investments 2, LLC and was heard before the Colerain Township Zoning Commission on August 21, 2018 with approval with conditions was recommended in a unanimous vote.

The decision made at tonight's Public Hearing will be used as basis for Zoning Commission review of another Preliminary Development Plan for future development once submitted by the applicant.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the 11th day of September, 2018, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Greg Insko, Raj Rajagopal, Dan Unger

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

RESOLUTION NO. ____-18

**Case No. ZA2013-0003
SANCTUARY POINTE**

Approval of a Major Modification to a Preliminary Development Plan
Parcel No. 510-0021-0376

WHEREAS, the Applicant, Chase Kohn, Next Up Investments 2, LLC, representing Sanctuary Pointe Nursing Facility proposes a Major Modification to a Preliminary Development Plan; and,

WHEREAS, the Hamilton County Regional Planning Commission heard the case, and on August 2, 2018 voted unanimously to recommend approval with conditions of the requested Major Modification to a Preliminary Development Plan; and,

WHEREAS, the Colerain Township Zoning Commission conducted its public hearing on the case on August 21, 2018, and after consideration of the recommendation of the Regional Planning Commission, and all public comments, exhibits, and other materials submitted, unanimously to recommend approval with conditions of the application for a Major Modification to a Preliminary Development Plan with conditions and variances; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on September 11, 2018, and after consideration of the recommendation of the Regional Planning Commission, the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted _____ to approve the application for a Major Modification to a Preliminary Development Plan with conditions and variances as set forth in this Resolution.

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 Major Modification to a Preliminary Development Plan, and that the Board of Trustees does hereby approve the request for parcel no. 510-0021-0376 designated as Planned District-Residential, for the reason that the Major Modification to a Preliminary Development Plan 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, that the Major Modification to the Preliminary Development Plan shall be subject to the following:

1. Final Development Plan

- 1.1 The Zoning Resolution, required site plans or drawings, terms, covenants and conditions of approval which are depicted or noted on the Final Development Plan (“FDP”) or contained in this Resolution are to be considered complementary and what is required by one shall be as binding as if required by all.

2. The Major Modification to the Preliminary Development Plan shall be subject to the following conditions and variances:

Condition:

1. That all conditions approved as part of case Colerain ZA2013-03 shall remain in effect for the subject site including the approved landscape plan.
2. That a Major Modification to the Preliminary Development Plan be required for any future development on the remaining vacant parcel.

Variance:

Section 7.4.6 (A) - That the proposed development be permitted a maximum density of 17.5 beds per acre where 7 units or beds per acre is permitted.

3. Construction Permits

- 3.1 No Zoning Certificate shall be issued by the Office of the Zoning Administrator before:

- A. A Final Development Plan in compliance with Section 2 above, has been received and approved by the Colerain Township Zoning Commission, and
- B. Construction documents submitted for permit are fully coordinated and consistent with the approved Final Development Plan.

- 3.2 No building permit for actual construction shall be issued by the Department of the Building Commissioner before a Zoning Certificate is received from the Colerain Township Zoning Administrator.

4. Maintenance of Improvements

- 4.1 All aspects of this development including property improvements, landscaping, ground cover, etc. as required in the specifications, covenants, conditions, requirements, and limitations of the Final Development Plan and/or contained in this Resolution shall be continually maintained by the owner of the property until the development ceases to exist. Enforcement shall be by the Office of the Colerain Township Zoning Inspector, with all discrepancies being considered Colerain Township Zoning Resolution violations.

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. Insko _____, Mr. Rajagopal _____, Mr. Unger _____

ADOPTED this 11th day of September, 2018.

BOARD OF TRUSTEES:

Greg Insko, Trustee

Raj Rajagopal, Trustee

Dan Unger, Trustee

ATTEST:

Heather E. Harlow,
Colerain Township Fiscal Officer

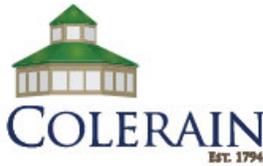
Resolution prepared by and approved as to form:

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 11th day of September, 2018.

Heather E. Harlow
Colerain Township Fiscal Officer



4200 Springdale Road
Colerain Township, OH 45251

STAFF REPORT: Major Modification to a Preliminary
Development Plan
Case #ZA2013-003
11501 Hamilton Ave.
September 11, 2018

PREPARED BY: Marty Kohler
Senior Planner

Request:

Major Modification to an approved Preliminary Development Plan in an existing PD-R Planned Development Residential District.

Purpose:

To increase the permitted beds per acre from 10.9 to 17.5 to allow the property to be split into two lots to create a separate parcel for future development.

Applicant/Owner:

Chase M. Kohn, Next Up Investments 2, LLC (applicant and owner)

Location:

11501 Hamilton Ave., on the southwest corner of Hamilton Ave. (US 127) and Crest Rd. north of I-275.

Site Description:

Tract Size:	11.38 acres
Frontage:	520 feet on Crest Rd. and 1,050 feet on Hamilton Ave.
Topography:	Drops 20 feet to a pond in the northwest portion of the property
Existing Development:	Nursing Home and vacant land

Surrounding Conditions:

<u>Zone</u>	<u>Land Use</u>
North: R-6 Urban Residential	Single Family and Commercial
South: R-6 Urban Residential and PD-B	Retail, Fuel and Single-Family
East: R-2 (Forest Park) Single Family	Single Family Homes and Medical
West: PD-R Planned Residential	Multi-Family Condo Homes

Case History:

In 2013, a zone change from “PD-B” Planned Development Business to “PD-R” Planned Development Residence was approved for the construction of a 124-bed skilled nursing facility consisting of rehabilitation, nursing care, and Alzheimer’s care. The one-story building was constructed of brick and stone with a pitched roof. The site created access via two curb cuts onto Crest Road with an associated 140-space parking lot, with no direct access from Hamilton Avenue (US 127). The

northern portion of the site was listed as a future development area with no specific plans.

Proposed Use:

There is no proposed new construction as a part of this application. The applicant is proposing to create a new parcel that was designated as a “future development area” in the original approval of the Sanctuary Pointe facility. As a result, the applicant is requesting a variance for the increase of 10.9 beds per acre to 17.5 beds per acre on the parcel that would contain the existing nursing home. No new development has been shown on the second parcel. Any future development on that parcel would require a Major Modification as described by the original development Resolution 87-13.

The applicant stated that the primary reason for the request is to refinance the existing nursing home using HUD’s financing vehicle. The applicant further stated that without the major modification approval, stricter Federal building guidelines would need to be followed on the future development parcel. These guidelines would limit the type of future development and slow the construction process. Aside from the request, the applicant is not proposing any other site improvements.

Since a variance was granted for additional density of nursing home beds per acre in the Trustee resolution, an additional variance will also require Trustee approval. This request is being considered as a Major Modification to the approved Preliminary Development Plan. This modification will be processed similar to a zone change request with a review and recommendation by the Regional Planning Commission and the Township Zoning Commission, with the final vote by the Township Trustees.

Conformance with Comprehensive Plan:

The Comprehensive Plan provides land use recommendations which include the site in question within the Bevis/Pleasant Run Character Area. Key issues for this area concern the maintenance and preservation of residential area and the improvement and re-investment in the Hamilton Ave. corridor.

Conformance with Land Use Plan:

The Land Use Plan designates this site as “Commercial Corridor” along Hamilton Ave. Specific policies call for the development and redevelopment along Hamilton Avenue to include adequate landscaping and buffering between residential and non-residential areas. The plan also recommends against big box retail in this area.

Conformance with Zoning Regulations:

Section 7.4.6 (A) & (B) - Institutional Housing - Density

This section states that the maximum density of institutional housing shall be 7 units or 7 beds per acre and that there shall be a maximum of 21 units or beds per site.

A variance was granted as part of the original approval of the zone change from 7 beds per acre to 10.9 beds per acre with a maximum number of 124 beds for the site. The request is to increase the permitted beds per 45 of 52 acre to 17.5 for the portion of the site containing the existing nursing home. The density would increase with the proposed lot split since the nursing home is currently located on a 10.9 acre parcel that encompasses the entire PD district. The proposal to create a new 3.8 acre lot would reduce the parcel where the nursing home is located to 7.1 acres, which would increase the density of the nursing home parcel to 17.5 beds per acre. Staff supports the variance because the development of the overall site is still regulated by the “PD-R” district approval and the total density for the overall PD area would not change. Therefore, there is no concern that the increase in permitted beds per acre would negatively impact the surrounding area.

OTHER AGENCY REPORTS

Hamilton County Regional Planning Commission:

On August 2, 2018, the Hamilton County Regional Planning Commission voted unanimously to recommend approval of the Major Modification to a Preliminary Development Plan with one condition and one variance:

Condition:

That all conditions approved as part of case Colerain ZA2013-03 shall remain in effect for the subject site.

Variance:

Section 7.4.6 (A) - That the proposed development be permitted a maximum density of 17.5 beds per acre where 7 units or beds per acre is permitted.

Hamilton County Stormwater & Infrastructure

- No response

Colerain Township Fire Department

- No response

Hamilton County GIS

- No response

Hamilton County Soil & Water Conservation District

- E-mail from Chey Alberto attached.

ODOT

- Letter stating no comment

Hamilton County Engineer

- Letter from Eric Beck, PE attached

Metropolitan Sewer District

- Letter from Steve Parker attached

DISCUSSION:

1. Staff has reviewed zoning regulations from several communities and has found that the most common measurement of density for nursing homes is a limitation on bedrooms per

acre. Colerain's restriction of 7 beds per acre is the most restrictive of the sample. Some regulations only restrict lot coverage and setbacks for institutional housing.

2. In reviewing the approved Final Development Plan for Sanctuary Pointe it was noted that the some of the landscaping was never installed as approved on the plan. In particular, there were sections of evergreen buffers that were to screen the residential development to the south and west of the property that needs to be installed.
3. Any use of the vacant parcel created by this proposed lot split would require the approval of the Zoning Commission. Uses in the PD-R zone include and uses permitted in the R-1 to R-7 zones which are primarily residential in nature.

RECOMMENDATION:

At their August 21, 2018 Regular Meeting, the Colerain Township Zoning Commission recommended unanimous **APPROVAL** of the Major Modification to the Preliminary Development Plan with the following variance and conditions:

Condition:

1. That all conditions approved as part of case Colerain ZA2013-03 shall remain in effect for the subject site including the approved landscape plan.
2. That a Major Modification to the Preliminary Development Plan be required for any future development on the remaining vacant parcel.

Variance:

Section 7.4.6 (A) - That the proposed development be permitted a maximum density of 17.5 beds per acre where 7 units or beds per acre is permitted.

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Accept Gift Card Donation (Fire)

Recommend acceptance of a \$50.00 Kroger gift card donation.

Rationale:

Request authorization to accept a gift card donation from the Northwest Local School District Transportation Office, 3113 Springdale Rd., Cincinnati, OH 45251 in appreciation for services provided during an emergency incident on August 9, 2018.

MANY
THANKS
TO YOU

JUST WANTED
TO LET YOU KNOW
HOW MUCH
YOU'RE APPRECIATED

You are appreciated every
day! But yesterday most
of all!

I think you for saving
our friend's lives!

Y'all are all amazing
North West Local School
District
Transportation Dept.



Kroger American Express
 American Express
 Kroger

Saluting America's heroes.

To: Our Heroes
 From: NWLS D
Transportation
Dept



PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion Authorizing the Disposal of Surplus Vehicles (Fire)

Recommend the adoption of a motion authorizing the disposal of nine surplus vehicles per the recommendation of the Township's Fleet Manager.

Rationale:

See Attached memo.

Memo



To: Geoff Milz, Administrator
From: Mike Adler, Fleet Manager
Date: July 23, 2018
Re: Proposal – Disposal of Township Vehicles

This is a proposal and recommendation to dispose of the following township vehicles using Govdeals auction website.

The following vehicles have been taken out of service for either mechanical or other issues that would not allow the vehicle to operate in a safe manner or no longer needed to do township business.

These vehicles are from the Fire Department's Fleet inventory:

2004 Ford Expedition	Vehicle Identification Number (VIN) # 1FMPU16L84LB64476
1996 Ford E250 Cargo Van	VIN # 1FTHS24H1THB54585
1984 C-8000 Ford E-One Fire Truck	VIN # 1FDYD80U9EVA08175

These vehicles are from the Police Department's Fleet inventory:

2013 Dodge Charger	VIN # 2C3CDXAT3DH643449
2012 Dodge Charger	VIN # 2C3CDXAT0CH209195
2012 Dodge Charger	VIN # 2C3CDXAT2CH209196
2010 Chevrolet Impala	VIN # 2G1WD5E3XC1166185

This vehicle is from the Public Services Department:

1999 Ford Ranger	VIN # 1FYT10X7XUB42652
2002 Dodge Ram 3500	VIN # 3B6KF26682M267731

Should you have any questions regarding this matter please do not hesitate to contact me.

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion Authorizing Part-Time Department of Fire & EMS Hires (Fire)

Recommend adoption of a motion to conditionally hire the following candidates as part-time fire department employees at the specified hourly pay rates:

- Peter Lovass – Firefighter Emergency Medical Technician (EMT): \$14.50 per hour, and
- Andrew Ferrell – Firefighter EMT: \$14.50 per hour.

Rationale:

The aforementioned recommended candidates are replacements for part-time firefighter EMT employees that have recently separated from the department. The hiring of the two candidates will be contingent upon successful completion of all applicable pre-employment evaluations and procedures. Their start date will be effective as soon as possible after Sunday, October 7, 2018, following compliance of the aforementioned conditions with a one-year probationary period.

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Request to Accept Donation (Police)

Recommend approval of a motion to accept a donation of furnishings from Furniture Fair valued at \$1,500.

Rationale:

Furniture Fair has donated furnishings for the Police Department Briefing Room.

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion Authorizing Purchase of K9 Kennel (Police)

Recommend adoption of a motion authorizing the purchase of a K9 kennel from Law Dog Kastle in the amount of \$6,500.

Rationale:

K9 Handler Brian Huntington is required to house and care for K9 Tao at his home when not working. Kennels are required pieces of equipment that protect both the dog and the Township.

Tao can be housed in the kennel for several hours in a safe environment that provides shelter, food and water. The kennel is used when Officer Huntington needs to secure Tao outside his home and away from other people or animals. Having a secure structure for Tao (Township property) provides protection to the Township as well.

All necessary zoning certificates and permits have been secured and the kennel is portable should we need to relocate it. The manufacturer has provided a sole source letter.



Anderson Township Planning and Zoning

Anderson Center

7850 Five Mile Road

Anderson Township, Ohio 45230-2356

Phone: 513.688.8400

Fax: 513.231.3970

AndersonTownship.org

AndersonCenterEvents.org

HAMILTON COUNTY, OHIO
Anderson Township Zoning Commission
Zoning Certificate

To: BRIAN HUNTINGTON



Date: 08/16/2018

Permit Number: Z2018-0330

Pursuant to Article 2.1 A et seq. of the Anderson Township Zoning Resolution, THIS IS TO CERTIFY that the

ACCESSORY STRUCTURE, New 8' x 10' accessory structure, to be located per drawing attached.

Located at  Zoning District B2CUP, Anderson Township.

is approved pursuant to the regulations of the Anderson Township Zoning Resolution provided that it complies with all conditions as set forth in the Anderson Township Zoning Resolution.

This certificate is issued in compliance with Article 2.1 A et seq. of the Anderson Township Zoning Resolution.

THIS CERTIFICATE MUST BE PRESENTED TO THE HAMILTON COUNTY BUILDING INSPECTOR, IF APPLICABLE, IN ORDER TO OBTAIN NECESSARY BUILDING PERMITS.

Anderson Township Zoning Commission

By:

Sarah E. Donovan, Planner I

Note: Approval of a Zoning Certificate does not assure compliance with any other restrictions, including deed or subdivision restrictions, which may be applicable. Care should be taken to construct all improvements completely within the legal boundaries of the property on which the improvements are to be constructed and to comply with any applicable setback requirements.



Anderson Township

7850 Five Mile Road
Anderson Township, OH 45230
5136888400

8/15/2018 1:24:41 PM

Reference Number:	222478087
Total:	\$20.60
Transaction Type:	Sale
Transaction Status:	Pending Settlement
Card Type:	Visa

Entry Method:	Swiped
Approval Code:	03218B
Approval Message:	APPROVAL 03218B
AVS Result:	0
Customer Name:	HUNTINGTON/BRIAN
Invoice:	PZ

X _____
Please sign here to agree to payment.



Law Dog Kustel . COM

Law Dog Kastle.com

A Division of



Remit payments to:
Capitol Sheds, Inc.
 49 Lake Saponi Drive
 Barboursville, VA 22923

877-595-2785 Quote

Date: 08/10/2018

Make Checks Payable to Capitol Sheds, Inc.

This quote only valid for 30 days

CUSTOMER: Colerain Twp Police Department	DIRECTIONS Attn: Brian Huntington
ADDRESS: 4200 Springdale Rd	
Cincinnati, OH 45251	
E-Mail: Bhuntington@colerain.org	
Phone Numbers: (513) 706-6430	

TYPE	SIZE	SIDING	COLOR	TRIM	ROOF
Law Dog Kastle	8x10	Wood	TBD	TBD	TBD

BUILDING DIAGRAM: State Placement of Doors, Windows, Etc.

6 Gauge Welded Wire
 2x4 studs 16" O/C
 Lifetime poly lumber flooring
 Stainless steel feeder bowls
 42"x42" Interior cage
 XL Doggy door
 Epoxy Interior floor

Deliver 8x10 kit and build on site.

Terms, Net 30

Customer approves building description and terms on front and back of this form. ✕

Law Dog Kastle Exclusive Features

- 🐾 No Concrete Pad Required
- 🐾 Building Can be Relocated by Roll Back Truck
- 🐾 Lifetime Warranty on Exterior T&G Floor
- 🐾 Heavy Duty 6 Gauge Welded Wire Panels
- 🐾 Enclosed Area to Store Tack & Feed
- 🐾 Heavy Duty Roof to Protect Your K9

~~DEPOSIT: 30% With order - Balance due upon delivery.~~
~~ASSEMBLED DELIVERY: First 25 miles from store free. \$3.00 per additional loaded mile.~~
~~KIT FREIGHT DELIVERY: Subject to individual price quote.~~
~~SET UP: Kit setup is customer's responsibility. Assembled setup is subject to our standard setup terms.~~

✕ It is the customer's responsibility to check with local authorities regarding setbacks and guidelines.

SUBTOTAL	4850	00
TAX	0	00
TOTAL	4850	00
DEPOSIT	0	00
BALANCE	4850	00
DELIVERY	1650	00
BALANCE DUE	6500	00

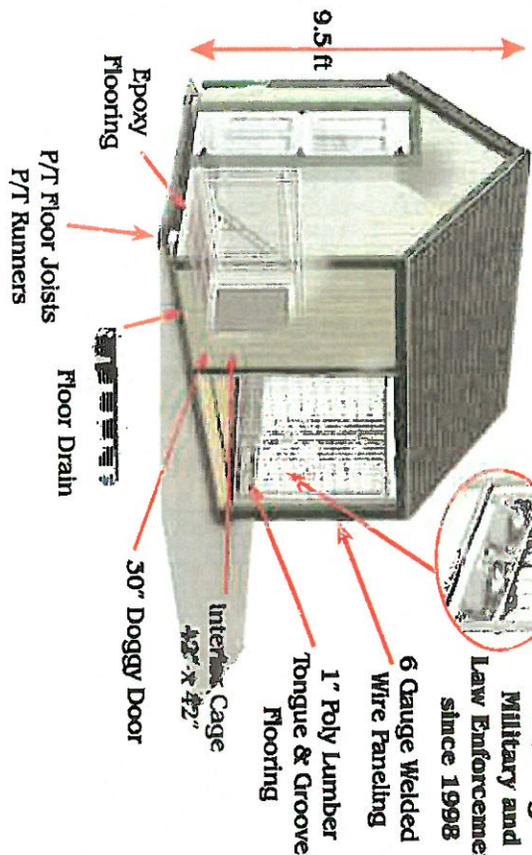
LawDogKastle.com is a division of Capitol Sheds, Inc.
 All sales subject to terms shown on the standard Capitol Sheds Invoice unless otherwise noted.

The Best Quality K-9 Kennel

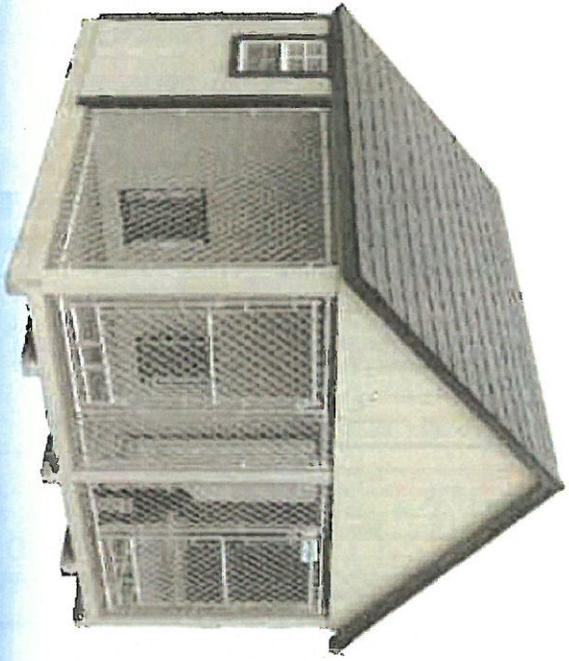


Serving
Military and
Law Enforcement
since 1998

6 Gauge Welded
Wire Paneling
1" Poly Lumber
Tongue & Groove
Flooring

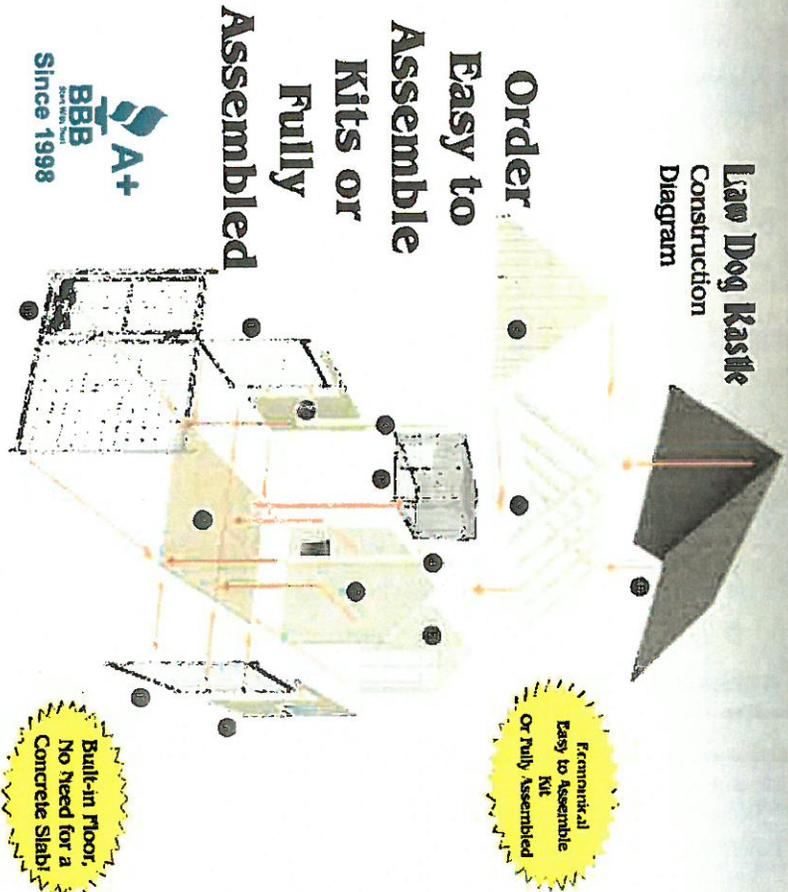


22000 lbs of Rock Solid Law Dog Kastle



Duplex Law Dog Kastles for Two Dogs

Law Dog Kastle
Construction
Diagram



Order
Easy to
Assemble
Kits or
Fully
Assembled



No Money Down &
6.9%
Up to 60 Mos. Financing,
Starting at \$102 per month
for a Standard 8x10.
Apply Today!
Certain Restrictions Apply

Size	Standard Law	Deluxe Law
8x10	4850.00	6590.00
Duplex K9 Kastle Kennels	7848.00	9520.00
Quadduplex K9 Kastle Kennels	No Kit	16640.00



Prices do not include shipping. Prices effective January 1, 2018. Subject to change without notice. Not responsible for site prep or permits. Other options available, call for details. Deluxe models include paneled, insulated interior with coated flooring. Deluxe models only available fully assembled.

www.LawDogKastle.com

Capitol Sheds

Date-08-10-2018

Brian Huntington
Colerain Twp Police Department

The Law Dog Kastle® is a portable kennel that is 8' wide by 10' long and weighs two thousand pounds.

Fully enclosed adjacent shelter comes with 2 stainless-steel feeder bowls, walk-in door in the rear, and a walk-in door in the front. Poly decking exterior flooring with 6 gauge welded fencing, make this the only portable kennel of it's size and function that is most suitable for a police canine.

Capitol Sheds is the sole provider of the Law Dog Kastle® for the state of Ohio.

Respectfully submitted,

Loren Shetler
49 Lake Saponi Dr.
Barboursville, VA 22923
434-973-1678

PUBLIC SERVICES

Department: Public Services

Department Head:

Motion To Accept Donation

Recommend a motion to accept the donation of a flood pole and informational sign to be installed at Heritage Park.

Rationale:

Larry Shad is donating a pole and signage to the Township and will be arranging a group of volunteers to install the pole and sign. The flood pole will be of historical value for Colerain Township and visitors to the park as it will notate the water height of the 1913 and 1959 floods. Colerain Township will maintain the pole in the future.



SPECIAL FLOOD HAZARD DEVELOPMENT PERMIT

Hamilton County Planning & Development

Floodplain Management Division

138 E. Court Street, Room #800, Cincinnati, Ohio 45202

Phone: 946-4760 Fax: 946-4744

Flood Permit Number: PWFL1816 Bldg. Application Number: B18-01642 Date: May 10, 2018

Owner/Applicant: Colerain Township
Address: 4200 Springdale Rd. , Cincinnati, Ohio

Address of development: 11405 E. Miami River Rd. Cincinnati, Ohio, Colerain Township
Proposed development: Heritage Park Flood Monument Sign

The proposed development is located in: **ZONE AE, Floodway**

*Floodway development must demonstrate through hydrologic and hydraulic analysis, performed in accordance with standard engineering practice that no increase in base flood elevation will result during the occurrence of the base flood discharge.

The proposed development meets NFIP and Local General Standards:

- Construction materials and methods are resistant to flood damage.
- Anchored property.

Specific Standards:

- Proposed action will not obstruct flood waters
- Proposed lowest grade elevation to be 530 +/- feet mean sea level per site plan.
- Proposed Flood Marker has been designed to meet all flood proofing standard for which it is intended.**

Base Flood Elevation (BFE) 100-year at proposed site: 547 feet msl

Map Source: **FIRM**

Map effective date: **February 17, 2010**

FEMA Community - Map Number: **390204 - 39061C041E**

For structures located in approximate A zones (no BFE available) the base flood elevation is msl.

Elevations has been determined by the Consoer Townsend Flood study: _____ msl

The structure contains:

- Basement
- Enclosed area used only for parking access or storage, other than basement, below the low floor

The certified as-built elevation will be required when said construction has been completed. This permit expires one year from issuance. If at that time, the construction has not been completed, an additional permit extension will need to be applied for. Proposed development is in compliance with applicable floodplain standards. This approval does NOT grant approval for any other governmental agency requirements. Please contact all other agencies before you begin work.

PERMIT ISSUED: May 10, 2018

Permit expires one year from issuance.

 Gregory J. Smorey, CFM, #US-06-01977
 Floodplain Administration - Plans Examiner

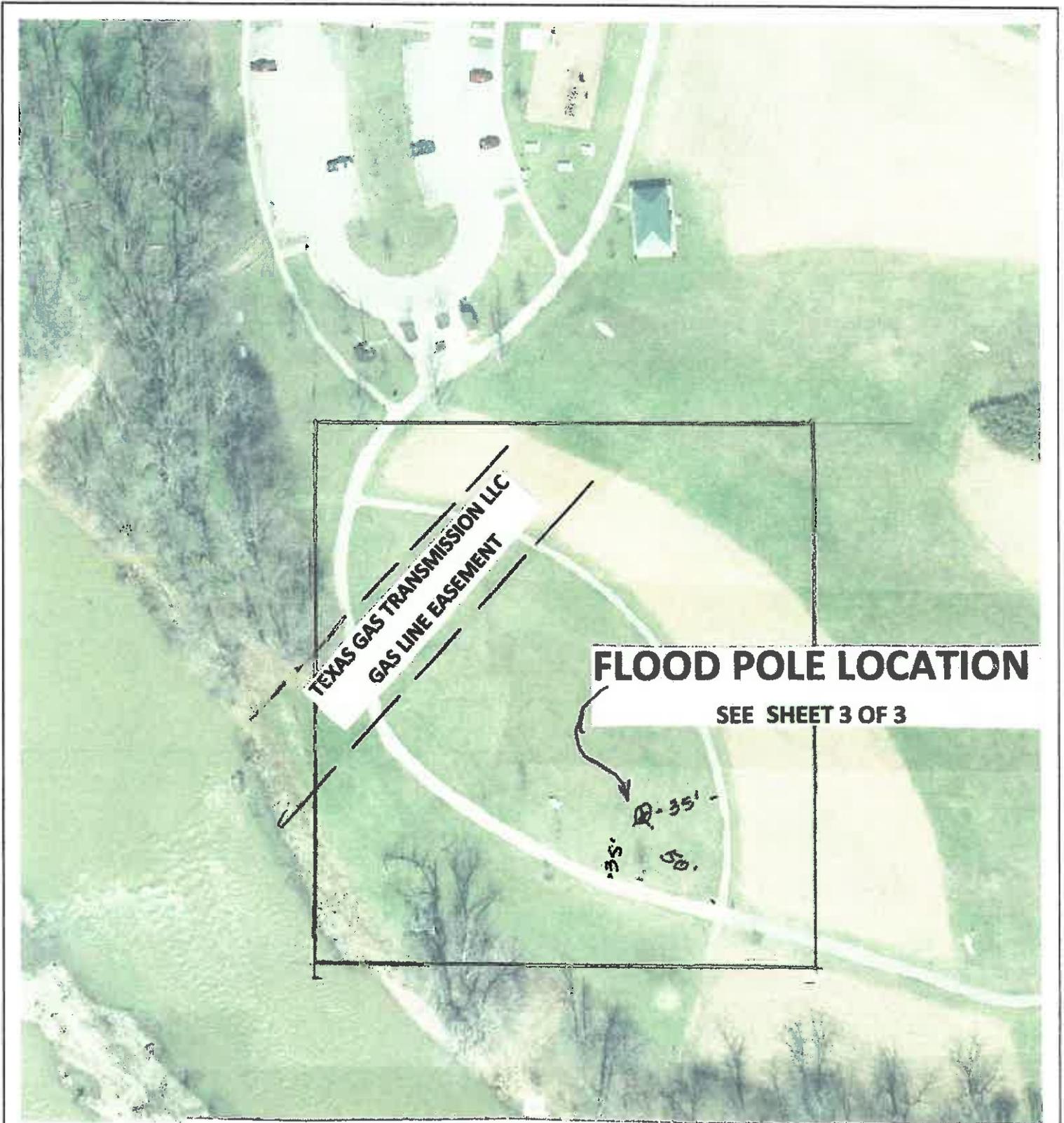
5-10-18

Date



PROPOSED FLOOD POLE SITE
HERITAGE PARK
COLERAIN TWP., OHIO





PROPOSED FLOOD POLE SITE

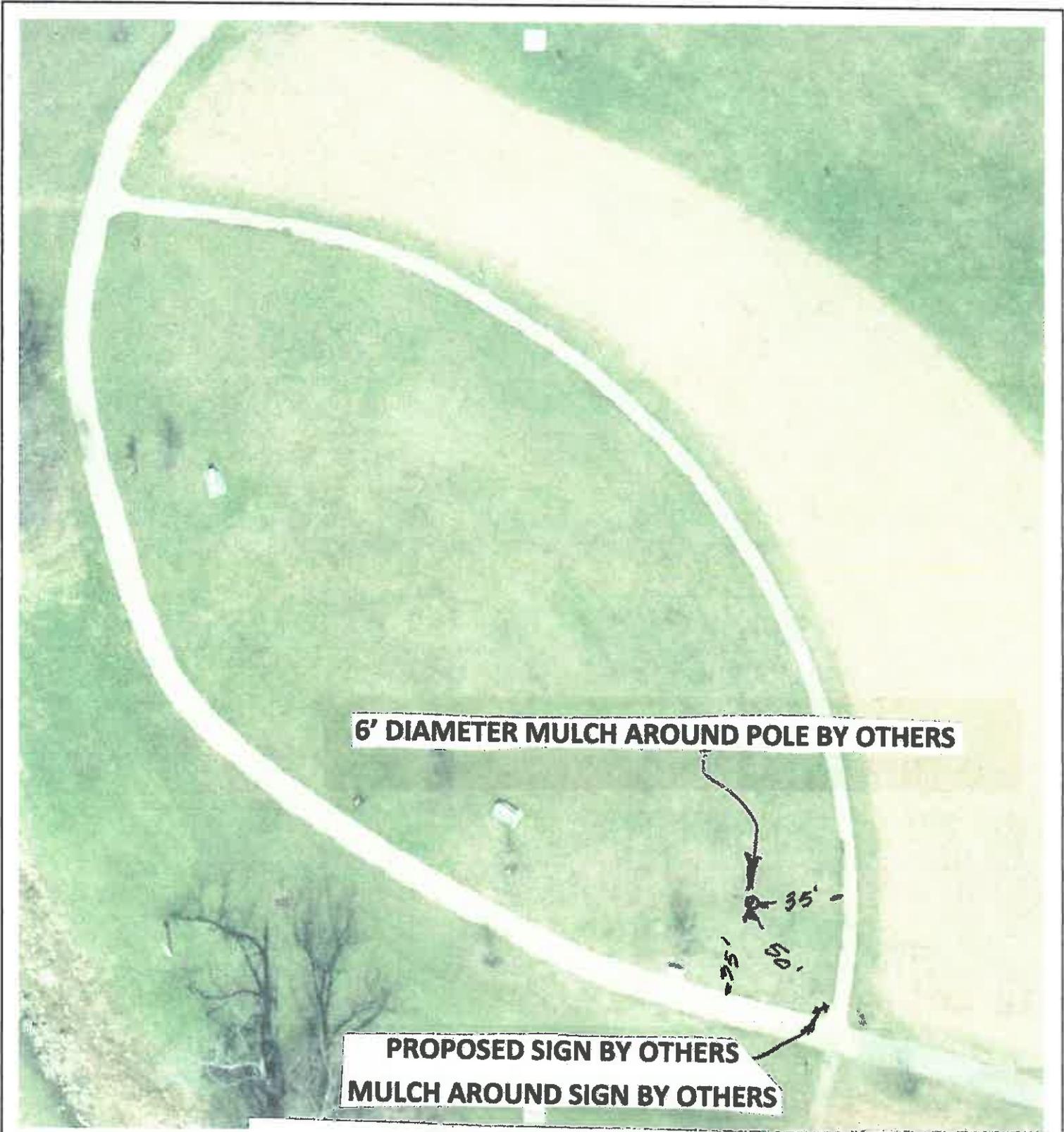
HERITAGE PARK

COLERAIN TWP., OHIO

NO SCALE ALL LOCATIONS & DIMENSIONS ARE APPROXIMATE

SHEET 2 OF 3





6' DIAMETER MULCH AROUND POLE BY OTHERS

**PROPOSED SIGN BY OTHERS
MULCH AROUND SIGN BY OTHERS**

PROPOSED FLOOD POLE SITE

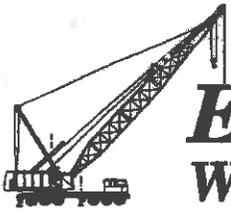
HERITAGE PARK

COLERAIN TWP. OHIO

NO SCALE ALL LOCATIONS & DIMENTIONS ARE APPROXIMATE



SHEET 3 OF 3



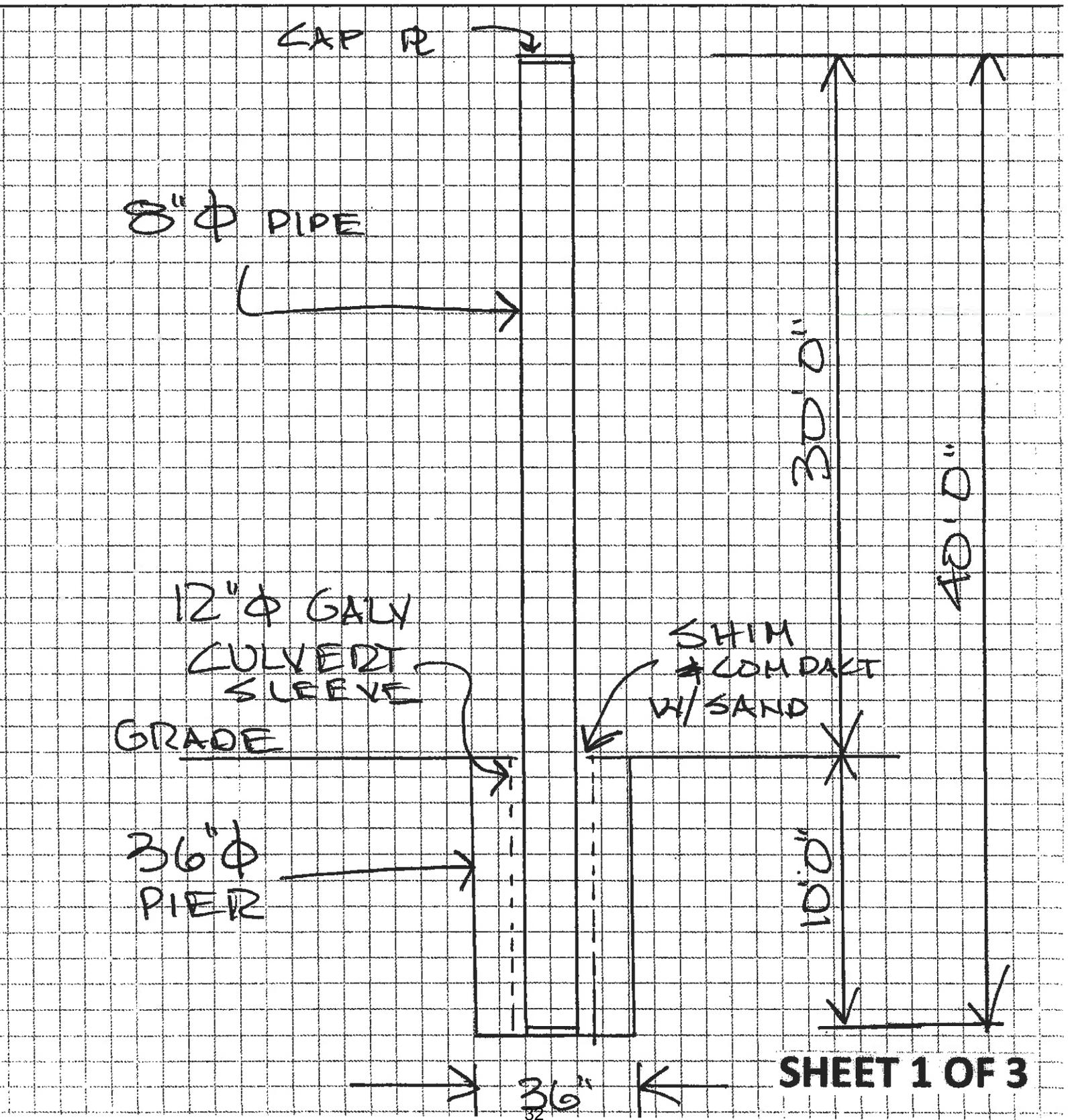
Evers
Welding Co., Inc.
 STRUCTURAL SYSTEMS

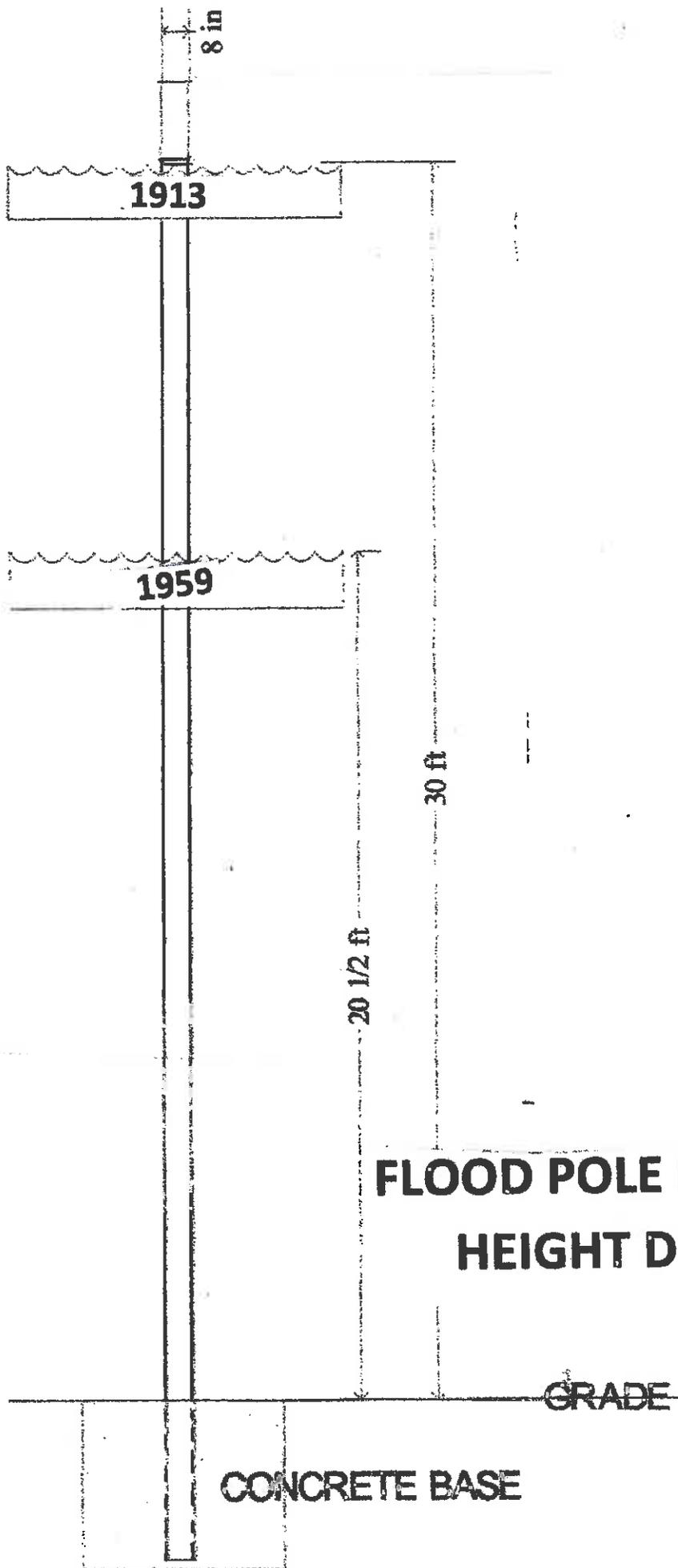
FLOOD POLE DESIGN DETAIL HERDING

4849 BLUE ROCK ROAD
 P.O. BOX 53426
 CINCINNATI, OHIO 45253
 (513) 385-7352
 FAX (513) 385-7322

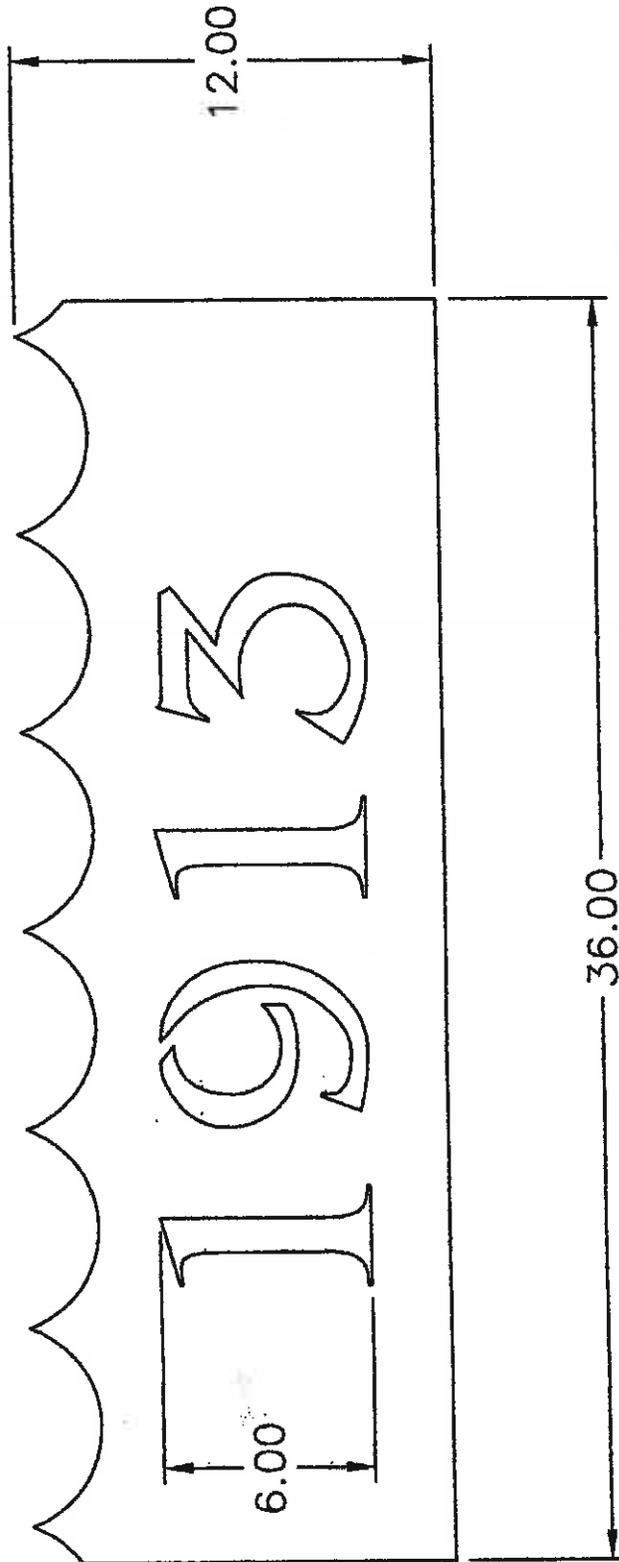
PROJECT PARK
 DATE _____

STEEL CONSTRUCTION CRANE SERVICE PRECAST RIGGING





FLOOD POLE DESIGN DETAIL HEIGHT DIMENSIONS



FLOOD POLE DESIGN FLAG DETAIL
1913 & 1959 REQ'D

SHEET 3 OF 3

JOB#:	PART #: HERITAGE PARK FLOOD SIGN	899 WEST COLUMBIA AVENUE CINCINNATI, OH 45215
DATE: 7/18/16	MATERIAL: 1/4 S304 STAINLESS	PHONE (513) 554-1022
DRAWN BY: JIMS	FINISH: NONE	FAX (513) 554-1188
SHEET: 1 OF 1	QTY: 1	E-MAIL: jms@valleymetalworks.com
	SIZE: A	TOLERANCE:
		LINEAR ± 1/16" UNLESS NOTED
		ANGULAR ± 1° UNLESS NOTED

PUBLIC SERVICES

Department: Public Services

Department Head:

Motion to Accept Donation

Recommend approval of a motion to accept a donation of \$840.00 from Peach Grove Animal Hospital.

Rationale:

Peach Grove Animal Hospital is donating \$840 for the purchase of two dog hurdles for the Dog Park at Heritage Park.

PUBLIC SERVICES

Department: Public Services

Department Head: Kevin Schwartzhoff, Public Services Director

Motion To Execute Contract With AY Mills For Senior Center CDBG Project

Recommend the adoption of a motion to award contract 18-5 for the renovation of the Senior Center to AY Mills Building who was the lowest bidder that met the criteria set out in the bid specifications at \$49,880.00.

Rationale:

We previously received a \$50,000 Community Development Block Grant for renovations to the Senior Center kitchen, restrooms, flooring, and doors. We received three quotes for the project. The bids were reviewed by ABG Architecture who recommended that the Township award the contract to the low bidder, AY Mills Building.

The CDBG office concurs with awarding the contract to AY Mills Buildings.



ARCHITECTURE

Mr. Kevin Schwartzhoff
Director
Colerain Township Public Services
4160 Springdale Road
Colerain Township, OH 45251

August 15, 2018

Re: Review of Quotes – Colerain Township Senior Center

Dear Kevin,

We have reviewed the quotes provided to us for the renovations to the senior center. After review it appears AY Mills has a favorable and best quote.

We appreciate the opportunity to provide you with this information and look forward to working with you in the future. Should you have any questions or comments, please do not hesitate to contact us.

Thank you,

ABG Architecture, Inc.

A handwritten signature in blue ink that reads "Tony P. Nasser".

Tony Nasser,
Principal



**COLERAIN TOWNSHIP
CONTRACT 18-5 Senior Center Renovation**

THIS AGREEMENT, made and entered into this 30 day of August, in the year Two Thousand, and Eighteen by and between the **Colerain Township Board of Trustees**, Hamilton County, Ohio, herein after designated as the Owner, and **AY Mills** herein after designated as the Contractor.

WITNESSETH: That the Contractor has agreed, and by those 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 general conditions and specifications, including all modifications thereof, if any, incorporated in the documents before their execution and by reference hereby become part of this contract.

The provision contained in the "Pricing Form, "Information for Bidders", and in the "Specifications", for this work on file in the office of the Colerain Township Director of Services are hereby combined, and incorporated by reference thereto, as part of this agreement.

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 **\$49,880.00**. Amount is for base bid \$44,280 plus Alternate Door replacement \$5,600.

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 AY MILLS BUILDING LLC

Administrator: _____

Signature [Handwritten Signature]

Signature _____

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



CONSTRUCTION BID FORM

OWNER INFORMATION

Name: Colerain Township
Address: 4200 Springdale Rd.
City, State Zip: Cincinnati, Oh 45251
Phone: 513-385-7502
Email: kschwartzhoff@colerain.org
C/O: Kevin Schwartzhoff
Project Name: Senior Center Renovations

CONTRACTOR INFORMATION

Company: AY Mills Building
Contact Name: Arland Mills
Address: 6987 Logsdon Rd.
City, State Zip: Hamilton, Oh 45011
Phone: (513)383-4260
Email: arlandmills@gmail.com
Bid date: 8/1/2018
Bid number: 2575

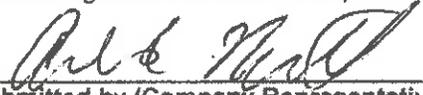
SCOPE OF WORK

Remove existing cabinets and countertops in kitchen and turn over to owner. Provide new stainless steel countertops with some under counter storage per owner's direction. Remove existing restroom counters and lavatories. Remove existing waterclosets, urinals, and restroom partitions. Cap all affected utilities. Remove existing restroom accessories and store for reuse. Remove existing Common Area parquet flooring and Restroom flooring. Patch subsurfaces to receive new finishes. Provide new ADAAG compliant waterclosets, urinals, lavatories and faucets where removed at restrooms. Provide new stainless steel restroom partitions and ADAAG compliant grab bars. Reinstall existing accessories. Provide new LVT flooring in restrooms and where parquet flooring was removed in Common Area. Repair or replace hallway transitions as needed. Provide new ADAAG compliant quartz countertops with undermount lavatories and matching knee guards in restrooms. Patch and repair all surfaces in Restrooms to receive new finishes. Walls, doors, and door frames to receive a minimum of 2 coats semi-gloss paint in colors to be selected by owner. Existing restroom lighting to be removed and (3) new LED recessed can lights installed. Exit wall mount lighting to remain. Alternate Pricing for the Following: Remove and replace existing rear hollow metal double doors with new aluminum storefront full lite doors. Provide new panic egress hardware, weather-stripping, threshold, and closers. \$5,600.00 Remove and replace (4) ceiling fans in Hall B. Provide (5) dimmer switches in Hall B and re-lamp existing fixtures. \$2,570.00.

All labor and materials will be supplied to complete the scope of work listed above, unless otherwise noted.

COMPANY PROPOSAL

We at AY Mills Building propose that the scope of work listed above will be completed in a timely fashion and in a workmanlike manner for the total sum of \$44,280.00 due within 30 days of job completion. Bid may be withdrawn after 30 days. Add ons must be signed off on before completion. If alternate pricing items are added total sum is \$52,240.00.


Submitted by (Company Representative)

8-1-18
Date

OWNER ACCEPTANCE

I accept the proposal listed above and do agree to pay the total sum of \$44,280.00 due within 30 days of completion of the scope of work listed above to my reasonable satisfaction. If alternate pricing items are added total sum is \$52,450.00.

Submitted by (home owner or authorized representative)

Date

Colerain Township
Community Center Renovations
Pricing Form

	Qty	Unit Price	Cost	ESTIMATE
1. GENERAL CONDITIONS				
Permits				
Inspection Fees				
Prints				
Dumpsters	1	600.00	600.00	600.00
Temporary security/barricades	1	200.00	200.00	200.00
Tool Rental	3	200.00	600.00	600.00
Project Labor & Expenses	120	60.00	7200.00	7200.00
Project Cleanup	1	480.00	480.00	480.00
Subtotal General Conditions				9,180.00
2. SITEWORK				
Selective Demolition - Kitchen	1	2,000.00	2,000.00	2,000.00
Selective Demolition - Restrooms	2	1,350.00	2,700.00	2,700.00
Subtotal Site				4,700.00
3. CONCRETE				
Subtotal Concrete				
4. MASONRY				
Subtotal Masonry				
5. METALS				
	1	10,000.00	10,000.00	10,000.00
Subtotal Metals				10,000.00
6. CARPENTRY				
Subtotal Carpentry				

**Colerain Township
Community Center Renovations
Pricing Form**

13. SPECIAL CONSTRUCTION				
LVT FLOORING	1,456 SQ FT	5.00	7,280.00	7,280.00
Subtotal Special Construction				7,280.00
14. CONVEYING SYSTEMS				
Subtotal Conveying Systems				
15. MECHANICAL				
Plumbing Fixture Allowance	1	7,200.00	7,200.00	7,200.00
Plumbing - Rough and Finish	1	4,300.00	4,300.00	4,300.00
Subtotal Mechanical				11,500.00
16. ELECTRICAL				
Electric Fixture Allowance	6	120.00	720.00	720.00
Electric - Rough and Finish	6	150.00	900.00	900.00
Subtotal Electrical				1,620.00
Total Labor and Materials				30,120.00
Overhead and Profit				15,160.00
Estimated Total				45,280.00
ALTERNATE PRICING:				
REPLACE EXISTING METAL DOORS HALLS	2	2,800.00	5,600.00	5,600.00
REMOVE AND REPLACE 4 PAWS HALLS	4	490.00	1,920.00	1,920.00
REMOVE 5 DIMMER SWITCHES + BULBS HALLS	1	650.00	650.00	650.00

Contractor's Minority Business Enterprise (MBE) Participation Form

This form must be completed and submitted for any quote or bid of \$25,000 or more.
 Failure to Submit a Completed MBE form will result in the bid being deemed as non-responsive and the bid will not be considered.

Project Name: COLERAIN TOWNSHIP SENIOR CENTER Quote/Bid Price: \$44,290.00

Company Name: AY MILLS BUILDING LLC

Address: 6997 LOGSDON RD. HAMILTON, OH 45011 Federal Tax ID #: 400702010

Please identify each item of work (subcontract), material or service that will not be provided by the bidder. Use a separate line for each subcontractor or category, i.e. electrical subcontracting, landscaping, concrete pipe, asphalt, etc. If there are to be no subcontracts and/or the materials are to be provided by the bidder, please note in the space below. On the lines following, list MBE's contacted to provide quotes on the work or material.

Item of Work to be Subcontracted/Materials, Supplies to be Purchased	Quote or Price (Please ✓ MBE's that will be used)
1. _____ MBE's Contacted <u>THERE ARE NO SUBCONTRACTORS AND ALL MATERIALS ARE TO BE PROVIDED BY BIDDER.</u> MBE's Federal I.D. No. _____	_____ _____ _____
2. _____ MBE's Contacted _____ _____ MBE's Federal I.D. No. _____	Quote or Price (Please ✓ MBE's that will be used) _____ _____ _____
3. _____ MBE's Contacted _____ _____ MBE's Federal I.D. No. _____	Quote or Price (Please ✓ MBE's that will be used) _____ _____ _____
4. _____ MBE's Contacted _____ _____ MBE's Federal I.D. No. _____	Quote or Price (Please ✓ MBE's that will be used) _____ _____ _____



ARCHITECTURE

Colerain Township Senior Center Renovations

July 17, 2018

A CDBG grant is in place for the cosmetic renovations to the existing men's and women's restrooms and kitchen areas in the existing community center. Contractors shall review the entire pricing request information and are encouraged to schedule a site visit to more accurately determine project details prior to submitting a price.

Pricing Forms must be received by August 2, 2018 and shall be submitted in the spreadsheet format attached. Submit your Pricing Form to Kevin Schwartzhoff, Service Director Colerain Township 4200 Springdale Road Cincinnati OH 45251 or kschwartzhoff@colerain.org. Phone (513) 385-7502 ext. 52110.

Pre-bid meeting is scheduled for Tuesday August 24, 2018 at 11:00am at the Senior Center at 4300 Springdale Road Cincinnati OH 45251.

Scope of work shall include the following:

1. Remove existing cabinetry and associated countertops in the Kitchen. Turn over to owner. Provide new stainless steel countertops per owner's direction.
2. Remove existing Restroom counters and lavatories.
3. Remove existing waterclosets, urinals, and restroom partitions. Cap all affected utilities.
4. Remove existing restroom accessories (mirrors, towel dispensers, etc.) and store for re-use.
5. Remove existing Common Area parquet flooring and Restroom flooring. Patch and prepare subsurfaces to receive new finishes.
6. Provide new ADAAG compliant waterclosets, urinals, lavatories, and faucets where removed at restrooms.
7. Provide new stainless steel restroom partitions and ADAAG compliant grab bars. Re-install existing accessories.
8. Provide new LVT flooring in Common Area and restrooms. Provide basis of bid allowance with manufacturer and product information. Repair or replace hall/hallway transition.
9. Provide new ADAAG compliant quartz countertops with undermount lavatories and matching knee guards in restrooms. Provide basis of bid allowance with manufacturer and product information.



ARCHITECTURE

10. Patch and repair all surfaces in Restrooms to receive new finishes. Walls, doors, and door frames to receive a minimum of 2 coats semi-gloss paint in colors to be selected by owner.
11. Existing restroom lighting to be removed and (2) new LED recessed can lights installed. Existing wall mounted lighting to remain.

Provide Alternate pricing for the following:

1. Remove and replace existing rear hollow metal double doors with new aluminum storefront full lite doors. Provide new panic egress hardware, weather-stripping, threshold, and closers
2. Remove and replace (4) ceiling fans in Hall B. Provide basis of bid allowance with manufacturer and product information.
3. Provide (5) dimmer switched in Hall B and re-lamp existing fixtures.

The above is a basic outline specification for the work involved. Not all items have been described in detail and it is the contractor's responsibility to review the job and provide necessary items whether specified or implied. Contractor shall coordinate with owner's representative on products and materials prior to submitting final pricing. All labor and materials shall be included and all items shall be operational for a complete project.

Contractor's work shall include all necessary permits and inspections. It is anticipated the work may not require a building permit for the cosmetic renovations, however specific trade permits will likely be required. Contractor shall bear ultimate responsibility for identifying and obtaining required permits.

Contractors must comply with the Davis-Bacon Act in the payment of prevailing federal minimum wage; demonstrate a good faith effort to achieve 10% Minority Business Enterprise participation; and Section 3 of the Housing and Urban Development Act of 1968, which requires opportunities for training and employment be made to lower income residents and contract work awarded to business concerns owned by lower income residents.

As the Community Center will remain open for the duration of the project, all work shall be performed in a neat and professional manner with daily cleanup and proper safety measures. Contractor shall coordinate with owner's representative for access points, materials storage, and utility consumption. Contractor shall provide temporary restroom facilities for workers throughout the duration of the project. Preference may be given at



ARCHITECTURE

owner's discretion to contractors able to perform work during unoccupied hours of the community center.



ARCHITECTURE

IMPORTANT NOTICE TO CONTRACTORS FEDERAL CONTRACT COMPLIANCE RESPONSIBILITIES

1. Davis Bacon Minimum Wage and Federal Labor Standards

For contracts of \$2,000 or more the contractor and all his subcontractors are obligated to pay their employees the minimum wages and benefits as set forth in the wage decision included in the bid/contract document. In addition, the contractor must abide by the various federal labor standards provisions also included in the bid/contract documents. Weekly payroll reports must be submitted by the contractor and his subs (Form 76HC or its equivalent, i.e. computer prepared payrolls with identical information).

2. Federal Equal Opportunity Guidelines

For contracts of \$10,000 or more the contractor and all his subcontractors are obligated to equal opportunity employment standards. Specifically, employment practices for the prime contractor and his subcontractor are covered by Executive Order 11246, prohibiting discrimination.

3. Minority Business Enterprise Participation

Executive Order 11625 and OMB A-102 Attachment 0, Section 9 requires affirmative action be taken to ensure MBE participation in federally funded contracts. A MBE participation goal of 10% has been established for Hamilton County Community Development funded contracts. For contracts of \$25,000 or more, the prime contractor is required to document 10% MBE participation or a good faith effort to obtain such participation.

At the minimum, a good faith effort consists of a general contractor identifying and listing all work, materials and services that will not be directly supplied by his own firm. Qualified minority firms (listings available at www.mbe.ohio.gov) must then be contacted to provide quotes for needed subcontracts, materials, or services. A contractor will be required to document his MBE outreach and demonstrate that qualified MBE firms were not available, or did not provide competitive prices for subcontracts, materials, or services. Failure to achieve 10% MBE participation or clearly document a good faith effort will result in the contractor being ineligible for contract award.

Colerain Township
Community Center Renovations
 Pricing Form

	Qty	Unit Price	Cost	ESTIMATE
1. GENERAL CONDITIONS				
Permits				
Inspection Fees				
Prints				
Dumpsters				
Temporary security/barricades				
Tool Rental				
Project Labor & Expenses				
Project Cleanup				
Subtotal General Conditions				
2. SITEWORK				
Selective Demolition - Kitchen				
Selective Demolition - Restrooms				
Subtotal Site				
3. CONCRETE				
Subtotal Concrete				
4. MASONRY				
Subtotal Masonry				
5. METALS				
Subtotal Metals				
6. CARPENTRY				
Subtotal Carpentry				

PUBLIC SERVICES

Department: Public Services

Department Head: Kevin Schwartzhoff, Public Services Director

Motion to Hire Seasonal Maintenance Worker

Recommend the adoption of a motion to hire Thomas Bosarge as a seasonal maintenance worker effective September 11, 2018 at a rate of \$15.00 per hour.

Rationale:

Many of our seasonal maintenance workers have had to return to school leaving a labor shortage in our parks and roads divisions. Tom Bosarge had over 13 years experience working in park facilities and has experience as a certified arborist. Tom will be working 24 hours per week until November 16, 2018.

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Jenna LeCount, Planning Director

Resolution Declaring Nuisance and Ordering Abatement

Approval of resolution declaring nuisance and ordering abatement

Rationale:

Recommend adoption of a Resolution to remove uncontrolled vegetation and/or refuse at the listed properties. This Resolution is recommended to allow the Trustees to abate and assess properties with the Ohio Revised Code nuisance violations.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the 11th day of September, 2018, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Greg Insko, 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>
3447 Alamosa	510-0112-0052-00
2585 Ambassador	510-0043-0203-00
2478 Berthbrook	510-0044-0087-00
2538 Berthbrook	510-0044-0093-00
10679 Breedshill	510-0032-0043-00
2891 Hanois	510-0034-0129-00
2586 Impala	510-0032-0168-00
Islandview	510-0184-0262-00
Islandview	510-0184-0264-00
Islandview	510-0184-0265-00
2832 Jonrose	510-0071-0367-00
2808 Klondike	510-0034-0233-00
8251 Livingston	510-0204-0058-00
7050 Newbridge	510-0081-0514-00
10073 Pippin	510-0044-0142-00
2421 Roosevelt	510-0031-0493-00
6587 Sheed	510-0223-0111-00
11490 Swissvale	510-0024-0284-00

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 11th day of September, 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 11th day of September, 2018.

Heather E. Harlow
Colerain Township Fiscal Officer

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Jenna LeCount, Planning Director

Motion to Appoint Members of the Colerain Township Comprehensive Plan Land Use Committee

Recommend approval of a motion to appoint the individuals listed below for service on the Colerain Township Comprehensive Plan Land Use Committee

Rationale:

A total of eight volunteer applications were received for the seven voting positions identified in the Comprehensive Plan Land Use Committee Bylaws which were adopted by the Board of Trustees at their regular August 2018 Board Meeting. Of the eight applications received, only six individuals met the qualifications for appointment to the Committee.

Staff's recommendation is to appoint the following individuals to the Comprehensive Plan Land Use Committee:

Neighborhood Representatives: Gary Henson, Rose Speicher, and Amanda Beckman

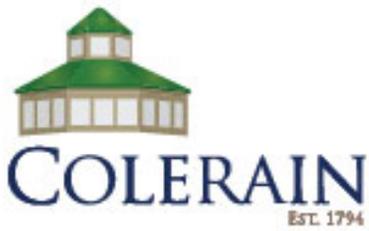
Board of Zoning Appeal Representative: Thomas Reininger

Zoning Commission Representative: Mark Fehring

Development Community Representative: Craig Abercrombie

This recommendation leaves one vacant position for the Pleasant Run Neighborhood Representative. This vacant position will remain open until fill by appointment of this Board of Trustees. The purpose of this committee is to identify appropriate land use policies and the creation of an updated Land Use Plan to be included in the Township Comprehensive Plan.

Additionally, a motion is recommended to appoint Trustee Insko as the non-voting Trustee member of the Comprehensive Plan Land Use Committee.



MEMORANDUM

To: Colerain Township Board of Trustees
From: Jenna LeCount, Director of Planning & Zoning
Subject: Comprehensive Plan Land Use Committee Appointment Recommendations
Date: September 11, 2018

Qualifying applications received for the Comprehensive Plan Land Use Committee included the following individuals:

- Amanda Beckman – Qualifies for the Northbrook Neighborhood Representative
- Rose Speicher – Qualifies for the Groesbeck Neighborhood Representative
- Tom Reininger – Qualifies as the Board of Zoning Appeals Representative
- Gary Henson – Qualifies as the Western Township Neighborhood Representative
- Mark Fehring – Qualifies as the Zoning Commission Representative
- Craig Abercrombie – Qualifies as the Development Community Representative because he works full time in the Township

Two applications were received which did not qualify to fill any of the representative positions. These applications included:

- Monica Bowles – Does not qualify for a Neighborhood Representative because she is not a resident of Colerain Township
- Matt Tietsort – Does not qualify for a Neighborhood Representative because he contributed to a Township Trustee Campaign in 2015

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 Insco, Raj Rajagopal, Daniel Unger
Fiscal Officer: Heather E. Harlow
Administrator: Geoff Milz

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Jenna LeCount, Planning Director

Motion To Set A Public Hearing For A Major Modification To A Final Development Plan

Recommend approval of a motion to set a Public Hearing for a Major Modification to a Final Development Plan Case No. ZA2006-007 Triple Creek Nursing Facility on October 9, 2018 at 7:00PM

Rationale:

The Colerain Township Zoning Commission is expected to make a recommendation on the Major Modification to a Final Development Plan for Triple Creek Nursing Facility at their September 18, 2018 regular meeting. This Major Modification would require a public hearing to be held in front of this Board of Trustees within 30 days of that recommendation.

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Authorize Execution of a Contract with Judy Ann Co. Properties, LLC for the purchase of Right-of-Way for Banning Road Turn Lane Project

Recommend adoption of a motion to approve the contract.

Rationale:

On October 27, 2016, the Colerain Township Trustees held a work session to discuss traffic improvements on Banning Road that were required by the Hamilton County Engineer to be performed as a result of the Struble Elementary School expansion project and the West Union Square development. At that meeting the Colerain Township Trustees agreed to share the cost of the project with NWLSD and committed up to \$350,000 to the project.

The Township was able to secure a \$45,000 grant from Hamilton County Neighborhood Stabilization Grant program income to off-set our costs on this project, resulting in a net “out-of-pocket cost” to the township of \$305,000. On November 15, 2016, the Trustees authorized the Township Administrator to execute contracts with NWLSD and the Hamilton County Engineers to assign roles and responsibilities associated with the project. As the first step in the project, we have executed a contract with Dennis Ziccardi to purchase right of way for the project. The costs of Mr. Ziccardi’s services are being paid for by the township as part of our commitment to the project. The contract the trustees are being asked to consider in this item is the first of three contracts on three separate parcels for the purchase of right-of-way for the project. The cost identified in the attached Contract for the Sale and Purchase of Real Property is being paid for by NWLSD as part of their contribution to the project.

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)

PARCEL(S): 001 WD, T
Struble Elementary Public Roadway Improvements

This Agreement is by and between the Board of Trustees of Colerain Township, Hamilton County, Ohio ["Purchaser"] for the Hamilton County Board of County Commissioners and Judy Ann Co. Properties LLC, an Ohio limited liability company ["Seller"; "Seller" includes all of the foregoing named persons or entities]. Purchaser and Seller are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained the Parties contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$26,448.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed, including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property; and (e) Colerain Township shall provide and record a Remainder Survey, Remainder Legal Description and Remainder Deed at no cost to the owner.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest, and for all other real estate taxes and assessments that are a lien as of the date on which this Agreement closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold and Deed to Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located

thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

Seller and Purchaser agree that if a mortgagee of Seller or of a predecessor in title fails to cooperate with the efforts to obtain a release of that mortgagee's mortgage lien secured by the property described in Exhibit A, then and in that event this Agreement shall become null and void and the parties to this Agreement shall be discharged and released from any and all obligations created by this Agreement; for the purposes of this provision, the term "fails to cooperate" shall include a demand or request by any such mortgagee for a fee to process such a release of that mortgagee's mortgage lien that Purchaser, in its sole discretion, deems to be excessive.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract for Sale and Purchase of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Structures Occupied by Seller

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents

shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

IN WITNESS WHEREOF, the parties hereto, namely the Board of Trustees of Colerain Township, Hamilton County, Ohio and Judy Ann Co. Properties LLC, an Ohio limited liability company have executed this Agreement on the date(s) indicated immediately below their respective signatures.

JUDY ANN CO. PROPERTIES LLC, AN OHIO LIMITED Liability company

Judy Ann Stickrod
By: JUDY ANN STICKROD
Date: 7/23/18

STATE OF OHIO, COUNTY OF HAMILTON SS:

BE IT REMEMBERED, that on the 23rd day of July, 2018, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Judy Ann Stickrod, who acknowledged being the Manager and duly authorized agent of Judy Ann Co. Properties, LLC, an Ohio limited liability company, and who acknowledged the foregoing instrument to be the voluntary act and deed of said entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Dennis Ziccardi



DENNIS ZICCARDI NOTARY PUBLIC
My Commission expires: _____
NOTARY PUBLIC
STATE OF OHIO
HAMILTON COUNTY
My Comm. Expires
JANUARY 11, 2021

Board of Trustees of Colerain Township, Hamilton
County, Ohio

Geoff Milz, Township Administrator

Date: _____

STATE OF OHIO, COUNTY OF HAMILTON ss:

BE IT REMEMBERED, that on the ____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Geoff Milz, the Township Administrator and duly authorized representative of Board of Trustees of Colerain Township, Hamilton County, Ohio, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of Board of Trustees of Colerain Township, Hamilton County, Ohio.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission expires: _____

Board of County Commissioners,
Hamilton County, Ohio

Hamilton County Administrator

Date: _____

STATE OF OHIO, COUNTY OF HAMILTON ss:

BE IT REMEMBERED, that on the ____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named _____, the Hamilton County Administrator and duly authorized representative of the Board of County Commissioners, Hamilton County, Ohio, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of Hamilton County Administrator.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC

My Commission expires: _____



CINCINNATI
COLUMBUS
DAYTON

6305 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

March 7, 2018

Exhibit A

**Legal Description
0.026 Acres
Right of Way**

Judy Ann Co. Properties, LLC Parcel #510-0074-0015

Situated in Section 1, Town 2, Entire Range 1, BTM, Colerain Township, Hamilton County, Ohio and being part of a tract of land conveyed to Judy Ann Co. Properties, LLC in O.R. 11629 Pg 2020 of the Hamilton County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Commencing at the intersection of the centerline of Colerain Avenue with the centerline of Banning Road;

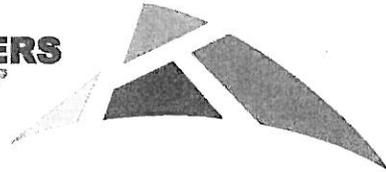
Thence along said Banning Road centerline, S84°38'08"E a distance of 64.92 feet;

Thence continuing, S83°59'19"E a distance of 72.37 feet to the southwest corner of a tract of land conveyed to Frank Motz Auto Body, Inc. in D.B. 4114 Pg 1101;

Thence along the west line of said Frank Motz Auto Body, Inc. tract, N05°56'02"E a distance of 30.00 feet to a point in the existing north right of way line of Banning Road, said point being the point of beginning for this description;

Thence along said existing north right of way line, the following five (5) courses:

1. N83°59'19"W a distance of 74.46 feet to a point, witness a magnail found lying 0.6 feet south and 0.1 feet east;
2. N07°48'05"E a distance of 5.79 feet to a point, witness a magnail found lying 0.2 feet east;
3. N86°54'12"W a distance of 5.10 feet to a point, witness a magnail found lying 0.2 feet south and 0.3 feet east;
4. Along a curve to the right an arc distance of 36.83 feet to a 5/8" iron pin set, said curve having a radius of 27.50 feet, a delta of 76°44'19" and a chord bearing N46°05'11"W a distance of 34.14 feet;
5. S81°55'19"W a distance of 5.00 feet to a 5/8" iron pin set in the existing east right of way line of Colerain Avenue;



Thence along said east right of way line, N07°42'03"W a distance of 5.60 feet to a 5/8" iron pin set;

Thence through the aforementioned Judy Ann Co. Properties, LLC tract of land, the following five (5) courses:

1. N82°17'57"E a distance of 7.08 feet to a 5/8" iron pin set;
2. S40°11'39"E a distance of 32.36 feet to a magnail set;
3. S83°59'19"E a distance of 70.25 feet to a magnail set;
4. N06°00'41"E a distance of 7.50 feet to a magnail set;
5. S83°59'19"E a distance of 11.97 feet to a 5/8" iron pin set in the aforementioned west line of Frank Motz Auto Body tract of land;

Thence along said west line, S05°56'02"W a distance of 17.50 feet to the point of beginning.

Containing 0.026 acres, more or less, of which 0.000 acres is in the Present Right of Way Occupation (P.R.O.) and being subject to easements, restrictions and rights of way of record.

Bearings are based on the Ohio State Plane Coordinate System, South Zone as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS).

The above description is based on a field survey performed by the Kleingers Group under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

 7/23/2018

Matthew D. Habedank Date
Ohio Professional Surveyor No. 8611





CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6305 Centre Park Drive
West Chester, OH 45069
phone ► 513.779.7851
fax ► 513.779.7852
www.kleingers.com

Exhibit A

June 3, 2018

**Legal Description
Temporary Construction Easement
Judy Ann Co. Properties, LLC Parcel #510-0074-0015**

Situated in Section 1, Town 2, Entire Range 1, BTM, Colerain Township, Hamilton County, Ohio and being part of a tract of land conveyed to Judy Ann Co. Properties, LLC in O.R. 11629 Pg 2020 of the Hamilton County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at a point in the east line of said Judy Ann Co. Properties, LLC tract of land, said point being in the proposed north right of way line of Banning Road;

Thence along said proposed north right of way line, the following four (4) courses:

1. N83°59'19"W a distance of 11.97 feet;
2. S06°00'41"W a distance of 7.50 feet;
3. N83°59'19"W a distance of 70.25 feet;
4. N40°11'39"W a distance of 28.52 feet;

Thence through the aforementioned Judy Ann Co. Properties, LLC tract of land the following three (3) courses:

1. N84°02'54"E a distance of 15.10 feet;
2. S05°57'06"E a distance of 13.15 feet;
3. S83°59'19"E a distance of 85.31 feet to a point in the east line of said Judy Ann Co. Properties, LLC tract of land;

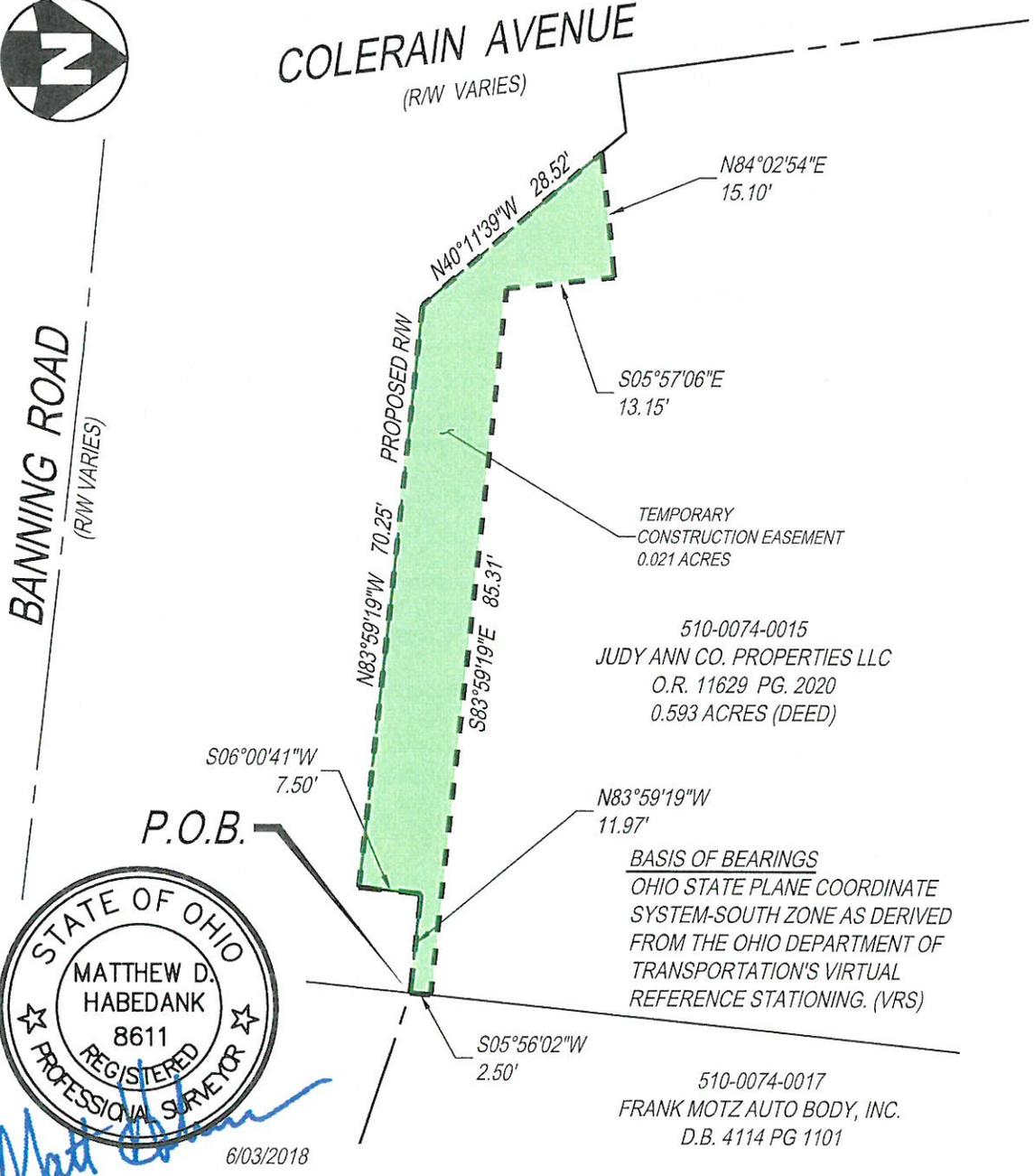
Thence along said east line, S05°56'02"W a distance of 2.50 feet to the point of beginning.

Containing 0.021 acres, more or less, and being subject to easements, restrictions and rights of way of record.

Bearings are based on the Ohio State Plane Coordinate System, South Zone as derived from the Ohio Department of Transportation's Virtual Reference Stationing (VRS).

Exhibit A

INSPIRED PEOPLE ► CREATIVE DESIGN ► TRANSFORMING COMMUNITIES



THE KLEINGERS GROUP

CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE

www.kleingers.com

6305 Centre Park Dr. West Chester, OH 45069 513.779.7851

TEMPORARY CONSTRUCTION EASEMENT

SEC. 1, TOWN 2, E.R. 1, BTM COLERAIN TOWNSHIP HAMILTON COUNTY, OHIO

PROJECT NO:	160243VEA002
DATE:	6/03/2018
SCALE:	
SHEET NO.	1 OF 1

H:\2016\160243\DWG\002\160243VEA002_TEMP_CONST EASE JUDY ANN CO-0018.dwg, 6/3/2018 11:03:45 AM, matth

Addendum 1

This addendum is attached and made part of the Contract for Sale and Purchase of Real Property under section 16 of that document and provides for the scope of work relating to the relocation of the existing large electronic trade sign at project cost as described below.

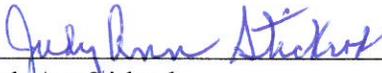
Banning Road Right-of-Way Acquisition for Judy Ann Co. Properties, LLC, located at 7100 Colerain Avenue, Cincinnati, Ohio 45239

Project Parcel 1 Shell Gas Station Scope of Work:

This Scope of work to be included as part of the Banning Road turn lane project for this property.

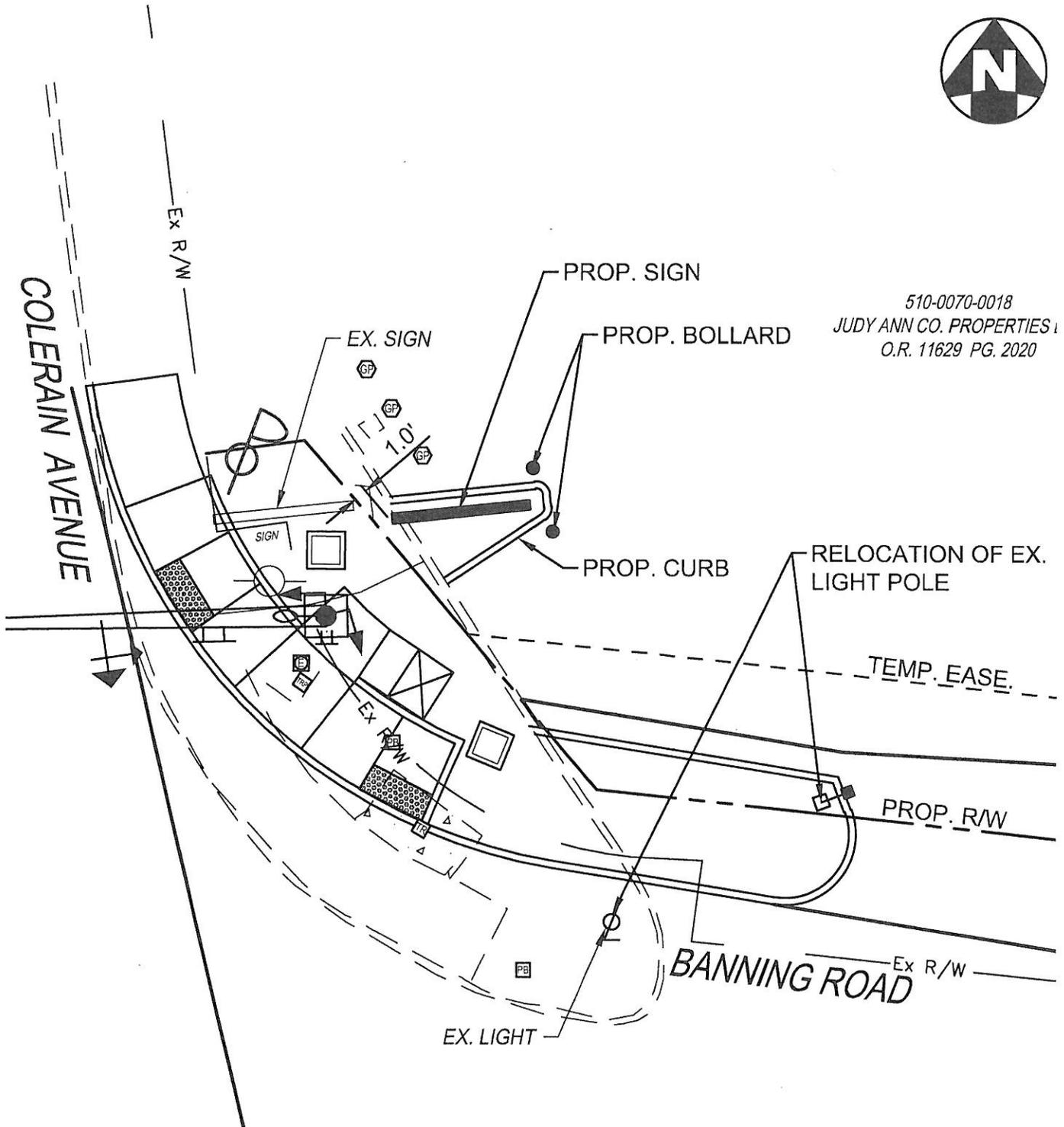
1. Existing sign to be relocated per Exhibit X100. Sign to remain the same height.
2. New curbing to be installed per Exhibit X100.
3. New Landscaping to be provided at the sign island to meet Colerain Township zoning requirements listed below.
 - a. 15.5.4 Required Landscape Area for Signs
 - i. (A) Unless otherwise provided in this Article, all permanent freestanding signs (ground-mounted or pole) shall be located in a landscaped area with a minimum area equal to the total sign area.
 - ii. (B) The landscape area for permanent freestanding signs shall consist of shrubs, flowers, and/or ground cover. Areas covered in sod or similar grass ground cover shall not count toward the landscape area requirement.
 - iii. Existing sign area is 16'0" x 8'-1" = 130 SF of required landscape area.
4. Existing light to be relocated per Exhibit X100.
5. Two new bollards will be installed per Exhibit X100.

JUDY ANN CO. PROPERTIES LLC, an Ohio limited liability company

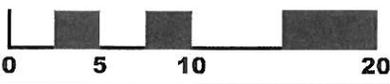

By: _____
Date: 7/23/18

Board of Trustees of Colerain Township,
Hamilton County, Ohio

By: _____
Date: _____
Geoff Milz, Township Administrator



510-0070-0018
 JUDY ANN CO. PROPERTIES I
 O.R. 11629 PG. 2020

 <p>THE KLEINGERS GROUP</p>	<p>CIVIL ENGINEERING SURVEYING LANDSCAPE ARCHITECTURE www.kleingers.com 6305 Centre Park Dr. West Chester, OH 45069 513.779.7851</p>	<p>SIGN & LIGHT POLE RELOCATION EXHIBIT</p> <p>JUDY ANN CO. PROPERTIES 7150 COLERAIN AVENUE COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO</p>		<p>PROJECT NO: 160243.002</p>
		<p>DATE: 2/13/2018</p>		<p>SCALE:</p> 
		<p>SHEET NO.</p>		<p>X100</p>

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Resolution Determining To Intervene In Litigation Between The Board Of County Commissioners Of Hamilton County, Ohio And The City Of Cincinnati, Ohio Over Water Rates

Recommend approval of resolution to intervene in litigation between the Board of County Commissioners and the City of Cincinnati regarding water rates.

Rationale:

Prior to the conclusion of a 1987 contract between the Board of County Commissioners and the City of Cincinnati related to the provision of water by Greater Cincinnati Water Works, the Hamilton County Prosecutor filed for a Temporary Restraining Order. At issue was the fact that the 1987 contract required the City and County to enter into good faith negotiations two years before the expiration of the contract over the price and provision of water to the ratepayers outside of the City of Cincinnati. Hamilton County's position is that the City of Cincinnati did not negotiate in good faith and that they were arbitrary and capricious in their determination of a rate multiplier for township residents. As a result of the City's actions, residents in townships throughout Hamilton County would be harmed by having to pay a great deal more than the cost to provide the water service door-to-door.

This resolution would authorize our Law Director to join with Hamilton County in the legal effort to protect our residents.

The Board of Trustees of Colerain Township, County of Hamilton, Ohio, State of Ohio, met in regular session at ____ p.m., on the 11th day of September, 2018, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Greg Insko, Raj Rajagopal, Dan Unger

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

RESOLUTION NO.: _____ -18

A RESOLUTION DETERMINING TO INTERVENE IN LITIGATION BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO AND THE CITY OF CINCINNATI, OHIO OVER WATER RATES, AND DISPENSING WITH A SECOND READING

WHEREAS, the Board of County Commissioners of Hamilton County, Ohio has instituted litigation against the City of Cincinnati, Ohio in the Court of Common Pleas of Hamilton County, Ohio case number A 1804690 over the rates for water services that citizens of townships in Hamilton County, Ohio will pay in the future; and

WHEREAS, such litigation is of vital importance to the water rate payers in Colerain Township as such litigation could establish the rates to be paid for water services by Colerain Township residents and business; and

WHEREAS, the Board of Township Trustees wishes to intervene in the litigation in order to insure that the interests of Colerain Township and its residents and businesses are protected; and

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

1. The Board hereby approves the intervention by the Board of Township Trustees of Colerain Township, Hamilton County, Ohio in the litigation captioned Board of County Commissioners of Hamilton County, Ohio vs. the City of Cincinnati, Ohio in Hamilton County, Ohio Common Pleas Court Case Number A 1804690. Such intervention is necessary in order to protect the interests of Colerain Township and its residents and businesses. This approval extends to any other litigation that has or may be filed which could affect the rates paid for water services by Colerain Township, its residents and businesses.
2. The Colerain Township Law Director is hereby authorized to file any such intervention set forth in Section 1 of this Resolution and to take any other action deemed necessary in order to protect the interests of Colerain Township and its residents and businesses with regard to the rates paid for water services.

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. 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: Greg Insko _____, Raj Rajagopal _____, Dan Unger _____

ADOPTED this ___ day of September, 2018.

BOARD OF TRUSTEES

Greg Insko, Trustee

Raj Rajagopal, Trustee

Dan Unger, Trustee

ATTEST:

Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
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 September, 2018.

Heather E. Harlow,
Colerain Township Fiscal Officer

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Resolution Appointing Members To The Hamilton County Water District Task Force

Recommend approval of resolution to appoint Geoff Milz and Raj Rajagopal to the Hamilton County Water District Task Force

Rationale:

In parallel to the litigation that will attempt to protect township rate payers of the water utility from arbitrary and capricious water rates, townships across the county are organizing a task force to explore other options for the provision of water to township residents.

The Board of Trustees of Colerain Township, County of Hamilton, Ohio, State of Ohio, met in regular session at ____ p.m., on the 11th day of September, 2018, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Greg Insko, Raj Rajagopal, Dan Unger

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

RESOLUTION NO.: _____ **-18**

A RESOLUTION APPOINTING MEMBERS TO THE HAMILTON COUNTY WATER DISTRICT TASK FORCE AND DISPENSING WITH A SECOND READING

WHEREAS, the Board of Township Trustees wishes to appoint two representatives of Colerain Township to the Hamilton County Water District Task Force;

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

1. The Board hereby appoints Raj Rajagopal and Geoff Milz as Colerain Township representatives to the Hamilton County Water District Task Force.
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.
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: Greg Insko _____, Raj Rajagopal _____, Dan Unger _____

ADOPTED this ____ day of September, 2018.

BOARD OF TRUSTEES

Greg Insko, Trustee

Raj Rajagopal, Trustee

Dan Unger, Trustee

ATTEST:

Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

Lawrence E. Barbieri (0027106)
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 September, 2018.

Heather E. Harlow,
Colerain Township Fiscal Officer

SPRING GROVE CEMETERY AND ARBORETUM

Cremation No. _____

Cremation Date: _____

(Crematory Use Only)

AUTHORIZATION FOR CREMATION AND DISPOSITION

Spring Grove Cemetery and Arboretum (Collectively referred to as "Crematory") and the State of Ohio require that this Authorization Form be completed and signed prior to the cremation. **CREMATION IS AN IRREVERSIBLE AND FINAL PROCESS.** It is important that you understand the cremation process that is described in Section 4.B. of this Authorization Form prior to signing it. We want you to fully understand the information provided in this Authorization Form, so we will be pleased to answer any questions about the cremation process or other questions that you may have.

THE AUTHORIZATION IS NOT A CONTRACT FOR CREMATION SERVICES. A SEPARATE CONTRACT OR CONTRACTS WILL BE REQUIRED TO PURCHASE THE SERVICES OF THE FUNERAL HOME AND/OR CREMATORY.

1. DECEDENT'S INFORMATION

A. IDENTIFICATION (ORC 4717.26 requires that the operator of a crematory facility shall establish and maintain a system accurately identifying each dead human body in the facility's possession, and for identifying each decedent throughout all phases of the cremation process.)

Name of Decedent: James Delosh

Date of Death: June 18, 2018 Time of Death: 11:12 AM Place of Death: Cincinnati, Ohio

Sex: M F Age: 63 DOB: September 16, 1954 SS: 291 58 3959

(Initials) _____ The Authorizing Agent has viewed the remains and positively identified them as that of the Decedent; OR

(Initials) _____ The Personal Representative (i.e. family friend) NAME: _____ of the Authorizing Agent has viewed the Decedent and positively identified them as that of the Decedent; OR

(Initials) _____ The Authorizing Agent has DECLINED or is UNABLE to view the Decedent BUT has positively identified them as that of the Decedent through other methods, as documented by the Funeral Home.
Hamilton County Coroner / Corairan indigent

B. ARTIFICIAL DEVICES

Mechanical devices, artificial implants, pacemakers, and certain nuclear medicine residues may create a hazardous condition when placed in a cremation chamber and subjected to high heat. Please list any Artificial Devices implanted in or attached to Decedent or identify if the Decedent was treated with any Radioactive Materials.

Description of Devices: unknown

(Initials) _____ The Decedent does not have attached, in, or on them any of the Devices described in Section 1.B. on the reverse side; OR
I do not know if the decedent has any devices
(Initials) _____ As Authorizing Agent, I/we instruct the Funeral Home to remove each Device listed above and may charge for its services in making or arranging for such removal. Unless indicated directly below, Crematory is to dispose of all such Devices in any manner it sees fit including recycling, and at any time, however Funeral Home and Crematory shall not sell any devices or foreign material from Cremation

C. PERSONAL PROPERTY

All personal property and effects delivered with the remains of the Decedent to the Crematory, including jewelry, clothes, hair pieces, dental bridgework, eyeglasses, and shoes, will be destroyed in the cremation process or otherwise discarded by the Crematory, in its sole discretion, unless specific instructions for delivery are given. If no specific instructions are given, I/we release the Funeral Home from liability for these items.

(Initials) _____ As Authorizing Agent, I/we understand that all instructions regarding the delivery or destruction of the Decedent's personal effects are contained in a separate form, *see attached Personal Effects Form.*

D. RECYCLING

After the cremated remains are removed from the cremation chamber, all non-combustible metal materials (insofar as possible) will be separated and removed from the human bone fragments by visible or magnetic selection. The Crematory shall dispose of and/or recycle any non-combustible metallic items including but not limited to hinges, latches, nails, screws, staples, plates, metal prosthesis, implants, or any other non-organic materials. The Crematory will not receive direct compensation for the recycled items, but donates the compensation to a charity of its choice.

(Initials) _____ As Authorizing Agent, I/we have read and understand the Recycling terms and provisions and hereby authorize the disposition of any and all non-organic materials.

2. CREMATION CONTAINER AND URN

A. CREMATION CONTAINER

Ohio Law requires the remains of Decedent to be in a suitable container for cremation. The Crematory requires a combustible cremation container. If the Crematory accepts a non-combustible container, then the Crematory is authorized to dispose of the container in any way it sees fit.

Type of Container Selected: Alternative Cardboard Cremation Container

B. URN

A formal or decorative urn to hold the cremated remains may be purchased but is not required. If an urn is not purchased, the cremated remains must be delivered in a rigid container. If multiple urns / keepsakes are selected please identify in Section 5 all individuals who will be able to receive them.

Urn selected by Authorizing Agent. Description of urn: Black Plastic Temp Urn

Memorialization / Keepsakes/Jewelry # _____ Description: _____

Total No: Urns/Keepsakes: 1

3. MULTIPLE CREMATIONS, WITNESS, SERVICE, AND TIME

A. MULTIPLE CREMATIONS

(Initials) As Authorizing Agent, I/we authorize the simultaneous cremation of the remains of the Decedent with the decedent named below. I/we certify that this multiple cremation meets the legal requirements set forth on the reverse side.

Name of Other Decedent: _____

B. WITNESSES

The Crematory allows witnessing of the initial cremation process. As authorizing agent I allow:

(Initials) Yes witnesses (see attached Witness Acknowledgement Form); OR

(Initials) No witnesses

C. SERVICES

Prior to the cremation of the Decedent, a visitation and/or funeral ceremony was arranged as set forth below:

Date: _____ Time: _____ Place of Ceremonies: _____

Date: _____ Time: _____ Place of Ceremonies: _____

D. TIME

The cremation of the Decedent cannot take place until all legal requirements including a waiting period have been fulfilled. If the Decedent is not embalmed and if the cremation is not to occur immediately upon delivery of the remains to the Crematory, the Crematory will place the Decedent in a refrigerated facility for which there may be a daily charge.

Decedent: embalmed. not to be embalmed.

Please initial one of the following:

(Initials) The Crematory may perform the cremation of the Decedent at a time and date as its work schedule permits and without any further notification to the Authorizing Agent.

OR

(Initials) The Crematory is to use its best efforts to schedule the cremation in accordance with the following time:

4. AUTHORIZATION & CREMATION PROCESS

A. AGENT

As Authorizing Agent, I/we represent that I/we have the right to authorize the cremation of the Decedent and warrant:

(Initials) As Authorizing Agent, I/we have filled in Section 4.A. I/we understand that any living person who meets the qualifications of any level above or equal to the one I/we filled in would have a superior or equal right to act as the Authorizing Agent. I/we do not have actual knowledge of the existence of any living person who has a superior or equal right to act as the Authorizing Agent; OR

(Initials) As Authorizing Agent, I/we have filled in Section 4.A. I/we are aware of a living person or persons who have a superior priority right to act as Authorizing Agent. I/we have made reasonable efforts to contact such person(s) and have been unable to do so. I/we have no reason to believe that the person(s) with the superior priority right would object to the cremation of the Decedent.

Name of Authorizing Agent	Address	Telephone	Relationship*
Colerain Township	4200 Springdale Road, Cincinnati, OH 45251	(513) 385-7500 (home)	Public Officer

*Choose from selection in 4.A on reverse side.

B. CREMATION PROCESS

(Initials) As Authorizing Agent, I/we have read and understand the description of the cremation process contained in Section 4.B. on the reverse side and authorize the cremation, processing and pulverization of the remains of the Decedent. I/we further authorize the Funeral Home to deliver the Decedent to the Crematory for the purpose of the cremation.

5. FINAL DISPOSITION

(Initials) Crematory will deliver or mail (Priority Mail Express) the cremated remains to Funeral Home; OR the name and address listed below:

(Initials) The cremated remains will be held by Funeral Home for pick-up, and Location is authorized to release the cremated remains to name and address identified and listed below;

Name (Designee): _____ Relationship: _____
 Address: _____

Name (Designee): _____ Relationship: _____
 Address: _____

Name (Designee): _____ Relationship: _____
 Address: _____

GM
(Initials) Other Method Disposition (Describe): Placement in Spring Grove Cemeterys Non-Recoverable Ossuary

6. CERTIFICATION AND INDEMNIFICATION *GM 9.4.18*

I/We have the right and hereby authorize the cremation of the Decedent and the disposition of the cremated remains pursuant to the regulations of the Crematory and the instructions on this form. I/We agree to release and indemnify the Funeral Home and Crematory, their officers, directors, agents and employees, from any claim, liability, cost or expense resulting from its reliance on or performance consistent with the directions, declarations, representations, authorizations and agreements herein. I/We release the Funeral Home and Crematory from liability for the cremated remains upon delivery to a reputable common carrier. I/We agree that the Funeral Home's or Crematory's liability for future negligent acts (of itself or its agents or employees) is limited to a refund of the cremation fees paid by me/us. I/We warrant that all representations and statements contained in this form are true and correct. These statements are being relied upon by the Funeral Home and Crematory. I/We have read and understood all pages of this document.

This authorization for cremation and disposition was executed at SGCS, this 4th day of August, 2018. *Sept.*

Signature of Authorizing Agent: [Signature] Name: Griff M. 12

Signature of Authorizing Agent: _____ Name: _____

Witness*: _____ Name: _____

*If a Funeral Director witnesses the execution of this Authorization by the Authorizing Agent, the Funeral Director verifies, based on the representations of the Authorizing Agent(s) listed in Section 4, that the Decedent being transferred to the custody of the Crematory are those of the Decedent identified in Section 1, and represents that a Burial Permit, Burial Transit Permit or Cremation Permit authorizing the cremation of the Decedent will be delivered to Crematory.

7. FUNERAL HOME AND CREMATORY

The Authorizing Agent authorizes the Funeral Home and Crematory set forth below to carry out the directions and instructions of the Authorizing Agent contained in this Authorization.

Name of Funeral Home: Spring Grove Funeral Homes/Spring Grove Cremation Society

Address: 9100 Plainfield Road Cincinnati, Ohio 45236

Crematory: Spring Grove Cemetery & Arboretum
 Address: 4521 Spring Grove Avenue, Cincinnati, Ohio 45232
(513) 681-6680 or 1(888) 853-2230

8. CERTIFICATE BY FUNERAL HOME UPON TRANSFER OF DECEDENT'S REMAINS TO CREMATORY

The Funeral Home certifies that the remains being transferred to the custody of the Crematory are those of the Decedent identified in Section 1 hereof and that the Funeral Home, based upon the representations of the Authorizing Agent in Section 4 hereof, has taken reasonable precautions to ensure the removal of any Device listed in Section 1.B. from the Decedent or to render such Device non-hazardous. The Funeral Home also certifies that any items listed in Section 1.C. hereof have been removed from the remains of the Decedent for the purpose of delivery to the Authorizing Agent.

Date: 9.4.18 FUNERAL HOME: Spring Grove Funeral Homes/Spring Grove Cremation Society

By: _____
 (Licensed Funeral Director)

Handwritten notes or scribbles in the upper left quadrant.

Handwritten notes or scribbles in the lower left quadrant.

Handwritten notes or scribbles in the center-right area.

Handwritten notes or scribbles in the lower right quadrant.

Proposal

R.H. MEYER FENCE COMPANY
5728 Cheviot Road
Cincinnati, Ohio 45247
(513)385-1188

Attn: Kevin Schwartzhoff

Proposal Submitted To: Colerain Township Parks And Services		Job Name Clippard Park	Job #
Address 4160 Springdale Road		Job Location 3514 Bevis Lane Cincinnati, OH 45251	
Cincinnati, OH 45251		Date 8-15-18	Date of Plans
Phone # (513)385-7502 EXT 52110	Fax #	Architect	
Email: kschwartzhoff@colerain.org			

We hereby submit specifications and estimates for:

- 2- 4' x 22' Opening Single Galvanized Barrier Gates
- 2- 6 5/8"OD x Sch 40 x 7' Long Galvanized Gate Posts
- 2- 2 7/8"OD x CQ Grade x 7' Long Galvanized Latch Posts
- 2- Galvanized Single Strong Arm Latches
- 4- 6 5/8"OD Galvanized Mall Ind Box Hinges
- 2- 1 7/8"OD x CQ Grade x 7' Long Galvanized Gate Keeper Posts
- 1- 1 7/8"OD Galvanized Gate Keepers
- 2- 6 5/8"OD Galvanized Post Caps
- 2- 2 7/8"OD Galvanized Latch Post Caps
- 2- 1 7/8"OD Galvanized Gate Keeper Post Caps

- Concrete
 - Install New Materials Listed Above
- \$2990.00

*Customer will stake off own property lines & obtain permit if applicable

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ _____ Dollars

with payments to be made as follows: 50% down. Balance due upon completion. If in Agreement; sign, date, and return yellow copy with down payment... Thank you.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully, R.H. MEYER FENCE COMPANY

submitted *Ronald Meyer*

Note — this proposal may be withdrawn by us if not accepted within 10 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

LEASE AGREEMENT

This **LEASE AGREEMENT** (“Agreement”) is entered into on this day of July 17, 2018, between the Board of County Commissioners, Hamilton County, Ohio (“County”) and the Colerain Township, Hamilton County, Ohio on behalf of Colerain Township Police Department (“Receiving Agency”) to memorialize the use of CLEAR funding for Mobile Data Computers (“MDCs”) and Docking Stations being transferred to law enforcement agencies located in Hamilton County in order to improve access to data and information.

WITNESSETH:

WHEREAS, the Board of County Commissioners, Hamilton County, Ohio on February 24, 1982, adopted a Resolution declaring it necessary to levy a tax in excess of the ten mill limitation, pursuant to §5705.191, in order to supplement General Fund appropriations for the purpose of providing funds for the operation of a County-wide Computerized Police Information Center in Hamilton County, Ohio (“CLEAR Levy”); and

WHEREAS, the Resolution was amended, nunc pro tunc on February 24, 1982, in order to correct certain clerical errors; and

WHEREAS, the CLEAR Levy is to be in effect for a continuing period of time, levied on the 1982 and succeeding tax duplicates; and

WHEREAS, in September of 2005, the County entered into an agreement with the City of Cincinnati (“City”) for the management, operation and support of the county-wide law enforcement applied regionally (“CLEAR”) System; and

WHEREAS, as a result of the agreement with the City, the City currently acts as the Operating Agent for Project CLEAR; and

WHEREAS, a Board of Advisors, comprised of representatives from various law enforcement agencies located in Hamilton County (“CLEAR Board”), currently reviews and prioritizes certain projects in which CLEAR Levy funds are used; and

WHEREAS, on February 1, 2018, the County entered into a contract with Upstate Wholesale Supply Company, Inc., d/b/a Brite Computers, for the purchase of rugged laptops

with Windows 10 Professional 64 bit installed, vehicle docking stations, asset tags and logos, bios configuration as well as other consumables all as more particularly described in the County's Request For Proposals - 070-16 : and

WHEREAS, it is anticipated that MDCs and Docking Stations will be purchased for certain law enforcement agencies located in Hamilton County, Ohio and that the County will use the funds raised by the CLEAR Levy to pay for such purchase(s); and

WHEREAS, it is expected that approximately Forty-Two law enforcement agencies will receive MDCs and Docking Stations subject to the terms and conditions of this Agreement; and

WHEREAS, the purchase, distribution and oversight of such MDCs and Docking Stations will be carried out by the CLEAR Project Manager, who is an employee of the City.

NOW THEREFORE, incorporating these Premises, and in consideration of the mutual promises, terms and conditions contained herein, the Parties agree as follows:

1. LEASE OF EQUIPMENT

County hereby leases to Receiving Agency, and Receiving Agency hereby leases from County, the MDCs and Docking Stations that are described on the Asset Transfer Form, attached hereto and incorporated herein as Exhibit A. This form may be updated from time to time as the MDCs and Docking Stations are deployed to the Receiving Agency.

2. TERM

The term of this Agreement shall commence on July 17, 2018 shall expire on the earlier of: a) the date the MDCs and Docking Stations are surrendered (as described in Section 19); or b) _____ (“Initial Term”). This Agreement may be extended at the option of the County from year to year upon the expiration of the Initial Term, on the same terms and conditions set forth in this Agreement.

3. PAYMENT

The amount to be paid by the Receiving Agency for the lease of the MDCs and Rugged Laptops shall be the one time cost-share sum of \$41,690.50. The payment shall be made by the Receiving Agency within thirty (30) calendar days after the Receiving Agency’s receipt of an invoice for the same. This payment is non-refundable upon termination, surrender or expiration of this Agreement.

4. USE

MDCs and related Docking Stations shall be used by the Receiving Agency properly and in a manner contemplated by the CLEAR Board to ensure that such equipment will be usable for its useful life. Receiving Agency agrees to comply with all laws, ordinances, rules, regulations and policies relating to the use, operation or maintenance of the MDCs and Docking Stations, including but not limited to the RCIC Computer Usage Policy and any rules, policies or procedures related to the interfaced systems to which the MDCs have access.

5. RESPONSIBILITIES AND OBLIGATIONS OF THE RECEIVING AGENCY

- A. Receiving Agency shall install MDCs and Docking Stations, at its sole cost and expense, in accordance with both the manufacturer's instructions and specifications as set forth in the *CLEAR MDC Installation Specifications*. A copy of the *CLEAR MDC Installation Specifications* and the manufacturer's instructions and specifications is attached as Exhibit B-1 and B-2, respectively and incorporated by reference herein. Receiving Agency understands and agrees that these instructions and specifications may be amended and modified from time to time without the need to amend this Agreement. Receiving Agency is responsible for obtaining any updated or amended instructions and specifications.
- B. Receiving Agency may transfer and reinstall MDCs and Docking Stations from one police vehicle to another police vehicle in its fleet. Transfer and reinstallation from one police vehicle into another shall be done at Receiving Agencies sole cost and expense. All reinstallations shall be performed in accordance with this Agreement.
- C. At Receiving Agency's sole cost and expense, Receiving Agency shall fully maintain the equipment set forth on Exhibit A, while in its possession and under its control. The equipment must be maintained in good and satisfactory condition and in accordance with the manufacturer's and the CLEAR Board's specifications. If any repairs are necessitated by Receiving Agency's improper use of the MDC or Docking Station or negligence in its use, Receiving Agency will bear the sole cost and expense of such repairs.

- D. Receiving Agency shall obtain and pay for all maintenance and repair costs not covered by a warranty. The County will have no liability whatsoever for any improper or omitted repair or maintenance.
- E. Receiving Agency shall not cause or permit any hardware or module modification until it has received written consent from the CLEAR Project Manager. In order for PacketCluster (MobileCop) and CAD functionality to work in a reliable manner, Receiving Agency shall not permit any changes or modifications to the MDC naming convention. Receiving Agency shall not make any additions, alterations, or improvements to the MDC (including software) or Docking Stations without prior written consent of the CLEAR Board. Unless otherwise agreed to by the parties, any approved additions, alterations, or improvements are subject to the terms and conditions of this Agreement.
- F. Notwithstanding any consent by the CLEAR Project Manager or the CLEAR Board, Receiving Agency is responsible for ensuring that any third-party software that it installs on a MDC does not have any negative impact or performance side effects on the reliable operation of PacketCluster (MobileCop) or any CLEAR Board provided software. It is the Receiving Agency's sole responsibility to research and test such third-party software. Receiving Agency agrees that it will comply with the licensing requirements of any third-party software installed on the MDC.
- F. Receiving Agency is responsible for ensuring compliance with the LEADS/NCIC CJIS Security Policies. The CLEAR Board will enforce policies from the Antivirus server and the Anyconnect firewall but will not be responsible if Receiving Agency circumvents these safeguards. Receiving Agency will be financially responsible for any damages or expenses whatsoever arising from a Receiving Agency's circumvention of the safeguards described above.
- G. Receiving Agency understands and agrees that all MDCs are configured to utilize the internet connection approved or provided by the CLEAR Board.
- H. Receiving Agency agrees that it will not add the MDC to a domain (Active Directory or any other domain).

- I. All MDCs must utilize the CLEAR Antivirus server and standard policies including but not limited to firewall, antivirus, update, and scanning policies.

6. RESPONSIBILITIES OF CLEAR

The CLEAR Project Manager is responsible for the software installed on the standard CLEAR image. Any license for the software installed by CLEAR Project Manager on a MDC cannot be used on any other device. Any software installed by CLEAR Project Manager on a MDC can only be used for law enforcement purposes only.

7. INVENTORY

The CLEAR Board shall maintain an inventory of MDCs and Docking Stations along with the current location of such equipment. Any change of location of the equipment must be reported to the CLEAR Project Manager. Upon CLEAR Project Manager's request, Receiving Agency must submit a complete and accurate inventory of all MDCs covered by this Agreement. The inventory shall be submitted in the manner requested by the CLEAR Project Manager, within thirty (30) calendar days from the date of such request. The inventory must include at a minimum the identification of the Receiving Agency, Vehicle Number, MDC Serial Number and Inventory/Asset Number.

8. RISK OF LOSS AND DAMAGE

Receiving Agency shall develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Receiving Agency shall also assume full risk of loss or damage to the equipment. To protect against such loss or damage, such agency must procure and maintain insurance, at its expense, unless it is self-insured under the laws of R.C 2744.081. Any loss, damage, or theft shall be documented by Receiving Agency. Receiving Agency shall immediately notify CLEAR Project Manager of any accident or event of loss or damage involving a MDC or a Docking Station.

9. INSPECTION OF EQUIPMENT

Receiving Agency shall permit inspection of the MDCs and Docking Stations. Advance notice of such inspection shall be in the discretion of the County or the CLEAR Board.

10. RESERVED

11. DATA

Receiving Agency is solely responsible for any data that it stores on an MDC. Receiving Agency understands that any MDC repair will result in the loss of Receiving Agency's data as a fresh standard MDC image will be placed on the MDC during the repair process. In no event will County be liable for any lost data or the recovery of the same.

12. DATA USAGE

The MDCs are equipped with an internal 4G GOBI modem and will be configured to use the internal modem and work with various broadband carriers. Receiving Agency will have access to broadband carriers as determined by the CLEAR Board. While the CLEAR Board will use its best efforts to offer unlimited data plans, any data overage fees and data plan costs may be passed on to Receiving Agency.

13. BATTERY REPLACEMENT

Receiving Agency agrees to replace the MDC batteries as directed by the CLEAR Project Manager. Receiving Agency understands and agrees that battery replacements are planned for Year 2 and Year 4 of the MDC life and will be at no additional cost to Receiving Agency.

14. REPAIRS AND MAINTENANCE**A. MDC Repair and Maintenance During Warranty Period**

There is a Getac Five (5) Year Bumper-to Bumper Warranty ("Getac Warranty") for all MDCs transferred to the Receiving Agency pursuant to this Agreement. The terms and conditions of the Getac Warranty are attached hereto as Exhibit C, attached hereto and incorporated herein by reference. Unless agreed to by the CLEAR Project Manager in advance in writing, all Getac Warranty claims shall be handled by the CLEAR Project Manager or designee. Any repairs not covered by the Getac Warranty shall be at the sole cost and expense of the Receiving Agency. The CLEAR Project Manager will use best efforts to ensure that repairs receive full warranty coverage. The procedure for obtaining warranty claim repairs is set forth in Exhibit D, attached hereto and incorporated herein by reference. Such procedure can be modified or amended by the CLEAR Board without a need for an amendment to this Agreement.

B. MDC Repair and Maintenance Post Warranty Period

Upon expiration of the Getac Warranty, the Receiving Agency shall be responsible for all maintenance and repairs. The CLEAR Board may provide certain repair and maintenance options for Receiving Agency, but in no event will the County be financially responsible for any post warranty period issues.

C. Docking Station Repair and Maintenance During Warranty Period

There is a Gamber-Johnson Extended Warranty Plan (“Gamber-Johnson Warranty”) for all Docking Stations transferred to the Receiving Agency pursuant to this Agreement. The terms and conditions of the Gamber-Johnson Warranty are attached hereto as Exhibit E, attached hereto and incorporated herein by reference. Unless agreed to by the CLEAR Project Manager in advance in writing, all Gamber-Johnson claims shall be handled by Receiving Agency. Any repairs not covered by the Gamber-Johnson Warranty shall be at the sole cost and expense of Receiving Agency. The CLEAR Project Manager will use best efforts to ensure that repairs receive full warranty coverage. The procedure for obtaining warranty claim repairs is set forth in Exhibit F, attached hereto and incorporated herein by reference. Such procedure can be modified or amended by the CLEAR Board without a need for an amendment to this Agreement.

D. Docking Station Repair and Maintenance Post Warranty Period

Upon expiration of the Gamber-Johnson Warranty, Receiving Agency shall be responsible for all maintenance and repairs. The CLEAR Board may provide certain repair and maintenance options for Receiving Agency, but in no event will the County be financially responsible for any post warranty period issues.

15. LIMITATION OF WARRANTIES

EXCEPT AS, AND ONLY TO THE EXTENT, EXPRESSLY PROVIDED IN THIS AGREEMENT, THE MDC, DOCKING STATIONS AND PARTS THEREOF ARE PROVIDED “AS IS”. COUNTY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT.

16. ASSIGNMENT

Receiving Agency shall not, without the prior written consent of the County, assign, delegate or transfer this Agreement, MDCs, Docking Stations or any part or interest; or offer to sell, sublet, or lend the MDC(s), Docking Station(s), or any part, or permit the MDC(s), Docking Station(s) or any part, to be used by anyone other than Receiving Agency or the Receiving Agency's employees.

17. DEFAULT

County has the right to terminate this Agreement on written notice to the Receiving Agency if Receiving Agency materially fails to perform any of its obligations under this Agreement, which failure has not been corrected within fifteen (15) calendar days after receipt of written notice of the failure from County. Upon any such termination by County, Receiving Agency agrees to promptly return to County the MDC(s) and Docking Station(s) in accordance with Section 19 herein. Any termination under this Section shall not affect County's ability to pursue any other remedy existing at law or in equity for such default.

18. TERMINATION

Either party may terminate this Agreement, for its convenience, by providing written notice of termination thirty (30) calendar days prior to the effective termination date. On termination of this Agreement, Receiving Agency shall promptly return to the County the MDC(s) and Docking Station(s) in accordance with Section 19 herein.

19. SURRENDER

A. Receiving Agency agrees that at the expiration or earlier termination of this Agreement, Receiving Agency shall return the MDC and Docking Station to the County in the same condition in which it was received by Receiving Agency, except for reasonable wear and tear resulting from permitted use. Unless otherwise agreed upon, the MDC(s) and Docking Station(s) shall be returned to the County within thirty (30) calendar days of the expiration or earlier termination of this Agreement. If Receiving Agency fails to return the MDC(s) and Docking Station as provided herein, County will assess to Receiving Agency the costs

incurred to replace the MDC(s) and Docking Station(s) or restore the MDC(s) and Docking Station(s) to a functional and operational condition.

- B. Receiving Agency may surrender an excess or unneeded MDC(s) and Docking Station(s) to County at any time, requesting in writing that the MDC(s) and Docking Station(s) be removed from the terms and conditions of this Agreement and the inventory records. Such surrendered MDC(s) and Docking Station(s) must be in the same condition in which they was received by the Receiving Agency, except for reasonable wear and tear resulting from permitted use. If the MDC(s) and Docking Station(s) are not returned as provided herein, County will assess to Receiving Agency the costs incurred to replace or restore the MDC(s) and Docking Station(s) to a functional and operational condition. A voluntary surrender of a MDC and Docking Station shall be accomplished by a written document between the parties and will be considered as part of this Agreement without the need for an amendment.

20. LIMITATIONS OF LIABILITY

A. General

Each party shall be responsible for its own acts and omissions and those of its employees and agents. In no event shall the County have any liability for any issues arising from the use, repair, maintenance or the failure to use, repair to maintain the MDCs and Docking Stations

B. Limitation and Disclaimer

COUNTY'S MAXIMUM LIABILITY FOR DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY, SHALL NOT EXCEED THE AMOUNT PAID BY RECEIVING AGENCY UNDER THIS AGREEMENT. IN NO EVENT SHALL COUNTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES UNDER ANY CIRCUMSTANCES EVEN IF COUNTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THESE DAMAGES.

C. Service Disclaimer

County shall not be liable for any claim, loss, damage or expense, either direct or indirect, incurred, made or suffered by Receiving Agency in connection with or in any way arising out of the furnishing, performance or use of the MDC or Docking Station or any disruption of service of the same.

21. NOTICES

All notices to be given hereunder shall be in writing and either i) personally delivered; ii) sent by registered or certified mail, return receipt requested, postage prepaid; iii) by facsimile with a written confirmation notice as provided herein or iv) via a nationally recognized private express mail courier service to the addresses below or to such other address as so notified in writing by a party. If such notice is provided by personal delivery, service shall be deemed complete upon such delivery. If such notice is by fax, certified or registered mail, service shall be deemed complete upon mailing.

All notices sent to the Receiving Agency should be sent to:

Township Administrator
4200 Springdale Rd.
Cincinnati, OH 45251
Email: gmilz@calrain.org

All notices sent to County should be sent to:

Board of County Commissioners, Hamilton County, Ohio
Attn: County Administrator
138 East Court Street, Room 603
Cincinnati, Ohio 45202
Email: HCAdmin@hamilton-co.org

With a copy to:

Information Technology Manager, CLEAR/RCIC
805 Central Ave., Suite 320

Cincinnati, Ohio 45202
Email: poneill@clear-rcic.org

22. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties. Any prior understandings or representations of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

23. MODIFICATION OF AGREEMENT

Any modification or addendum to this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each.

24. FAILURE TO INSIST ON STRICT COMPLIANCE

County's failure to insist in any instance on strict performance by Receiving Agency of any provision in this Agreement shall not be construed as a permanent waiver of such provision, or as a waiver of any other provision of this Agreement.

25. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected by it.

26. SECTION HEADINGS

The section headings contained in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or intent of this Agreement and do not in any way affect its provisions.

27. MISCELLANEOUS PROVISIONS

- A. This Agreement in no way restricts the Parties from participating with other public or private organizations and individuals in similar agreements. All Parties recognize the importance of cooperation and partnership with organizations and institutions of mutual interest

- B. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio.

The terms of this Agreement are hereby agreed to by both parties, as shown by the signatures of representatives of each.

**BOARD OF COUNTY COMMISSIONERS,
HAMILTON COUNTY, OHIO**

RECEIVING AGENCY

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

By: 
(Signature)
Name: Goff
Title: Trap Administrator
Date: 7.17.18

Approved as to form:

By: _____
Assistant Prosecuting Attorney
Hamilton County, Ohio

**EXHIBIT A
Asset Transfer Form**

Name of Receiving Agency: Colerain Township, Hamilton County, Ohio

Description	Model	Serial Number	Location	Comments
MDC laptop		Will be supplied at the end of deployment		15 MDC laptops
Dock		Will be supplied at the end of deployment		15 Docks
				2 Spare MDCs
				0 Additional MDCs
				11 Additional Docks

I hereby certify that the equipment described above that is being transferred pursuant to this Asset Transfer Form is being used for and will continue to be used for law enforcement purposes consistent with and in compliance with the terms and conditions of the Lease Agreement dated 7.7.18 that has been executed with the Board of County Commissioners, Hamilton County, Ohio governing the lease of the Mobile Data Computers and Docking Stations.

RECEIVING AGENCY

By: 
 (Signature)
 Name: Geoff N. Katz
 Title: Administrator
 Date: 7.17.18

AMENDMENT #1
TO
LEASE AGREEMENT

This Amendment #1 to the Lease Agreement ("Agreement") is entered into on this day of August 31, 2018, between the Board of County Commissioners, Hamilton County, Ohio ("County") and Colerain Township, Hamilton County, Ohio on behalf of Colerain Township Police Department ("Receiving Agency"). For convenience, the County and Receiving Agency are sometimes collectively referred to as "Parties".

WITNESSETH:

WHEREAS, the Board of County Commissioners, Hamilton County, Ohio on February 24, 1982, adopted a Resolution declaring it necessary to levy a tax in excess of the ten mill limitation, in order to supplement General Fund appropriations for the purpose of providing funds for the operation of a County-wide Computerized Police Information Center in Hamilton County, Ohio ("CLEAR Levy"); and

WHEREAS, the CLEAR Levy is to be in effect for a continuing period of time, levied on the 1982 and succeeding tax duplicates; and

WHEREAS, on February 1, 2018, County entered into a contract with Upstate Wholesale Supply Company, Inc., d/b/a Brite Computers, for the purchase of inter alia, rugged laptops, vehicle docking stations, as well as other consumables with CLEAR Levy funds; and

WHEREAS, the Receiving Agency executed a Lease Agreement with the County for the use of MDCs and Docking Stations purchased by the County with funds raised by the CLEAR Levy; and

WHEREAS, it has been determined that an amendment to the Lease Agreement is necessary in order to clarify certain matters.

NOW THEREFORE, incorporating these Premises, and in consideration of the mutual promises, terms and conditions contained herein, the Parties agree as follows:

Effective September 17, 2018 (regardless of the execution date) the Parties agree that Sections 2 and 21 shall be deleted in their entirety and replaced with the following:

2. TERM

The term of this Agreement shall commence on September 17, 2018 (regardless of the execution date) and shall expire on the earlier of: a) the date the MDCs and Docking Stations are surrendered (as described in Section 19); or b) September 16, 2023 ("Initial Term"). This Agreement may be extended at the option of the County from year to year upon the expiration of the Initial Term, on the same terms and conditions set forth in this Agreement.

21. NOTICES

All notices to be given hereunder shall be in writing and either i) personally delivered; ii) sent by registered or certified mail, return receipt requested, postage prepaid; iii) by facsimile with a written confirmation notice as provided herein or iv) via a nationally recognized private express mail courier service to the addresses below or to such other address as so notified in writing by a party. If such notice is provided by personal delivery, service shall be deemed complete upon such delivery. If such notice is by fax, certified or registered mail, service shall be deemed complete upon mailing.

All notices sent to the Receiving Agency should be sent to:

Township Administrator
4200 Springdale Road
Cincinnati, Ohio 45251
Email: gmlz@colerain.org

All notices sent to County should be sent to:

Board of County Commissioners, Hamilton County, Ohio
Attn: County Administrator
138 East Court Street, Room 603
Cincinnati, Ohio 45202

Email: HCAAdmin@hamilton-co.org

With a copy to:

Information Technology Manager, CLEAR/RCIC
805 Central Ave., Suite 320
Cincinnati, Ohio 45202
Email: poneill@clear-rcic.org

**BOARD OF COUNTY COMMISSIONERS,
HAMILTON COUNTY, OHIO**

By: _____
(Signature)
Name: _____
Title: _____
Date: _____

RECEIVING AGENCY

By: _____
(Signature)
Name: Geoff Hill
Title: Township Administrator
Date: August 31, 2018



Approved as to form:

By: Cyril A. Fry
Assistant Prosecuting Attorney
Hamilton County, Ohio

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Building **Healthy** Worksites

HealthWorks Agreement for Services - 2018

This Agreement for Services is made this 29 day of August, 2018 between HealthWorks and Colerain Township ("Client").

Description and Terms of Services:

1. **Services to be rendered:** HealthWorks will provide adequate staff for the purpose of conducting Level 1 finger stick biometric health screenings to include lipids; glucose; blood pressure; BMI; waist circumference; immediate results and results consult. Also includes Level 1 personal report.
2. The screening event will take place on October 30, 2018, from 7am to 10:30am. The **projected number of participants** for the event(s) is 40. *(Note: please make projections on participant #s as accurate as possible to avoid additional fees.)*
3. **Staffing / Minimum Participant Requirement:** HealthWorks requires a minimum of 12 participants *scheduled consecutively* or additional fees will apply:
 - For screenings with less than 12 participants, an additional fee of \$50 will be charged for each participant below the 12-person minimum (with a maximum of \$200). See chart below:

Fees for Events With <12 Participants	
# of Participants	Additional Charge
11	\$50
10	\$100
9	\$150
8 or less	\$200

- *Note: participants who elect to get biometrics only (ht., wt., waist, BP) may not be applied to the minimum requirement*
4. **Staffing Fees:** Based on the projected participation and the length of the screening(s), HealthWorks will schedule the following number of staff members to work the event (see staffing and fee chart below). **Client is responsible for monitoring participation and must notify HealthWorks at least 7 days prior to the screening if the estimated number of participants has changed, to prevent over-staffing.** Failure to do so will result in a fee of \$75/hour/extra staff member sent on site. Any such staffing fees will be invoiced to Client.

Staffing and Fee Chart					
Event Date	Location	Estimated Participants	Event Time	#HealthWorks Staff*	Additional Staffing Fee
10/30/18	Trustee Chambers	40	7am-10:30am	2-3	n/a

****Staffing can be changed without fees up to 7 days prior to event if participation fails to meet estimates.***

5. **Marketing Toolkit:** HealthWorks will provide the following: 1) checklist for rolling out health screen event; 2) excel template for client to populate a list of all benefit-eligible health screen participants (MUST be returned by requested date on checklist); 3) promotional flyer to be circulated by Client to its employees.

6. **Scheduling (for biometric screening event):**
 - **HealthWorks online appointment scheduler:** This is the preferred scheduling method. HealthWorks will create a link on HealthWorks website (www.cincyhealthworks.com) to allow Client's employees to schedule their screening appointments online. Client's employees may also choose to call HealthWorks directly (513-751-1288) to schedule an appointment.
 - **Client manages the scheduling in-house:** Client will submit all appointments to HealthWorks via the online scheduler no later than 3 business days prior to the scheduled screening date. A \$150 charge will be added for schedules not provided to HealthWorks 3 days prior to the event.

7. **Corporate Reporting/Wellness Program Recommendations:** Upon completion of Health Screening event, HealthWorks will prepare a **Corporate Health Data Report** that includes aggregate biometric values. (Only applicable with groups of 25+) For additional reporting requests, a \$50/hour additional fee may apply.

8. **Results Delivery:** Results will be delivered to participants immediately on-site and are also available for online view 3-5 business days after the event.

9. **LabCorp / Physician Form:** Additional fees apply. Client understands that all employees and spouses screened via our LabCorp or Physician Forms will have their biometric information processed – and personal reports created -- by HealthWorks within 7 business days of our receiving their data.

10. **Travel/Expenses:** Client agrees to the following applicable travel fees/expenses:
 - Mileage: HealthWorks will invoice Client for mileage for any job that is ≥45 miles from the closest HealthWorks regional office at a rate of 54.5 cents/mile.
 - Staff Travel Fees:
 - A ½ - day travel charge of \$125/staff member will be charged for jobs requiring one-way travel of 60-100 miles
 - A full day travel charge of \$250/staff member will be charges for jobs requiring one-way travel of 100+ miles
 - Hotel charges will be billed directly to client
 - Pre-event: as required for jobs with travel and a start time before 8:30am
 - Post-event: as required (to be determined by HealthWorks and agreed upon by Client prior to contract finalization)
 - Costs associated with shipping supplies to job sites (as applicable) will be billed directly to client.
 - For screening events with start times of 6:00am or earlier – OR – after 7:00pm, a \$75 fee will be charged per event.
 - Weekend Event Charge: an additional \$50 per HealthWorks staff member will be charged for weekend screenings.

11. Cancellation / Date Change Policy: Client agrees to the following cancellation fees:

- a. A \$300 cancellation fee will be charged for all screening events cancelled within 7 business days of the confirmed date
- b. A \$500 cancellation fee will be charged for all screening events cancelled within 3 business days of the confirmed date
- c. Change of Screening date: Client understands that HealthWorks cannot guarantee a specific date if Client needs to change the date of a scheduled event.

12. Insurance: HealthWorks has agreements with many insurance carriers and will file claims for Clients' employees if these carriers are the employees' primary (not a secondary) insurance. HealthWorks does not accept Medicare or Medicaid. HealthWorks shall maintain professional insurance and liability insurance and will provide a copy of its policies to Client for its records upon request.

13. Uninsured / Rejected Claims: HealthWorks will invoice Client for any rejected claims and/or for participants not covered under Client's health insurance plan. (Please note: HealthWorks is unable to file Anthem Pathways claims.) Rejected claim or uninsured participant pricing:

- a. Venipuncture (no A1-C) = \$50
- b. Venipuncture w/A1-C = \$60
- c. Finger Stick (no A1-C) = \$55
- d. Finger Stick w/A1-C = \$65

14. Privacy: HealthWorks agrees to keep all the information obtained from the health risk screens confidential and to comply with all applicable laws regarding such information.

15. Payment Terms: 14 days upon receipt of invoice.

Screening Date: October 30, 2018			
# Projected Participants: 40			
ITEM	DESCRIPTION	COST	<input checked="" type="checkbox"/>
Biometric Screening (finger stick)	Level 1 - Anthem	Level 1 - Anthem \$N/C	<input checked="" type="checkbox"/>
Paper HRA	Paper version of online HRA	\$3/HRA	<input type="checkbox"/>
Know Your Numbers Presentation - ONLINE	Video review of key biometrics by HealthWorks staff member	\$75	<input type="checkbox"/>
Know Your Numbers Presentation - ONSITE	Group review of key biometrics by HealthWorks staff member	\$100	<input type="checkbox"/>
Add-Ons:			<input type="checkbox"/>
A1-C	Discount price; must be conducted on all participants	N/A	<input checked="" type="checkbox"/>
Health Coaching	Consultation/goal setting with qualified professional	\$65/hour Telephonic \$75/hour Onsite	<input type="checkbox"/>
Activity Tracker	Year 1 set-up fee = \$125	\$10/eligible person with screening \$15/eligible person w/o screening	<input type="checkbox"/>
Physician Form	Submitted to HealthWorks by Physician	Level 1- \$10/person	<input type="checkbox"/>
Physician Verification	Tracking physician visits	\$2/participant	<input type="checkbox"/>
LabCorp (offsite)	Labs only or Labs+Biometrics	Labs only - \$10/person	<input type="checkbox"/>
Outcome-Based Scorecard	(Benchmark measurements	\$10/person	<input type="checkbox"/>

	agreed upon prior to screening)		
BWC Grant Upload	Required biometric/lifestyle aggregate info	\$75	<input type="checkbox"/>
Physician mailing/faxing	Copy of biometrics	Fax: \$1.25/person Mail: \$1.75/person	<input type="checkbox"/>
Tobacco Testing (Cotinine)	Saliva or Blood Test	N/A	<input type="checkbox"/>
Staff Travel:			<input type="checkbox"/>
Mileage	As required per contract - #10	54.5 cents/mile	<input type="checkbox"/>
½-day Staff Travel Charge	As required per contract - #10	\$125/staff member	<input type="checkbox"/>
Full-day Staff Travel Charge	As required per contract - #10	\$250/staff member	<input type="checkbox"/>
Hotel	As required per contract - #10	At cost	<input type="checkbox"/>
Early Start Fee	Events starting before 6am	\$75 per event	<input type="checkbox"/>
Notes/Miscellaneous:	-Participants on Anthem plan will receive A1-C as part of the screening -Report with score summary is sent to client by 11/9. -Participants have until 12/14/18 to submit a PCP form for updated results, if needed		<input checked="" type="checkbox"/>

Client: Colerain Township

Printed Name of Client Representative: Gaoff Mize

Title of Client Representative: TWP Administrator

Authorizing Signature of Client Representative: Gaoff Mize

Date: 9.6.18

Company: HealthWorks

Printed Name of Company Representative: **Denise Flickner**

Title of Client Representative: **President/Owner, HealthWorks**

Authorizing Signature of Company Representative: _____

Date: _____

~ HealthWorks • 4329-B Red Bank Road • Cincinnati, OH 45227 • 513-751-1288 • fax: 513-751-0018 ~

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the 11 day of September, 2018, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mr. Greg Insco, Mr. Raj Rajagopal, Mr. Daniel Unger

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

RESOLUTION NO. _____-18

COLERAIN TOWNSHIP BOARD OF TRUSTEES

Resolution Authorizing The Adoption Of The Amended Appropriations For The Year 2018

NOW THEREFORE BE IT RESOLVED, that Colerain Township Board of Trustees does hereby agree to:

Section 1: Authorize the Fiscal Officer to prepare and submit a schedule of Amended Appropriations for the year ending December 31, 2018 to the Hamilton County Budget Commission, as follows:

FUND	FUND NAME	AMENDED APPROPRIATIONS
1000	GENERAL	7,911,050.43
2011	MVLT	53,580.00
2021	GASOLINE	174,706.00
2031	ROAD & BRIDGE	939,377.03
2081	POLICE DISTRICT	7,782,000.79
2111	FIRE DISTRICT	12,655,196.54
2181	ZONING	371,447.17
2231	PMVLT	359,567.66
2261	PD DRUG ENFORCEMENT	132,000.00
2271	PD DUI	1,500.00
2281	EMS	1,151,925.19
2401	LIGHTING ASSESSMENTS	172,590.00
2901	TIF (KROGER)	239,425.00
2903	TIF (COLERAIN TOWNE CENTER)	78,480.75
2902	RECYCLING INCENTIVE	53,809.69
2907	TIF (STONE CREEK)	1,743,705.16
2908	CDBG (PASS THROUGH)	89,500.00
2910	TIF (BEST BUY)	99,311.92
2911	PARKS & SERVICES	672,657.95
2912	COMMUNITY CENTER	330,306.18
3102	BONDS RETIREMENT(PARKS)	304,743.76
3103	BONDS RETIREMENT(PW BLDG)	212,687.50
3105	BONDS - STREETSCAPE	178,050.00

3301	BOND RETIREMENT(FIRE DIST)	241,218.76
4401	NSP FUNDS (PASS THROUGH)	45,000.00
4409	OPWC (PASS THROUGH)	5,990,089.82
	TOTAL	41,983,927.30

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 11 day of September, 2018.

BOARD OF TRUSTEES:

Greg Insko, Trustee

Raj Rajagopal, Trustee

Daniel Unger, Trustee

Attest:

Heather E. Harlow,
Fiscal Officer

Approved as to form:

Lawrence E. Barbieri (0027106)
5300 Socialville Foster Road, Ste. 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 Fiscal Officer, this _____ day of September, 2018.

Heather E. Harlow,
Colerain Township Fiscal Officer