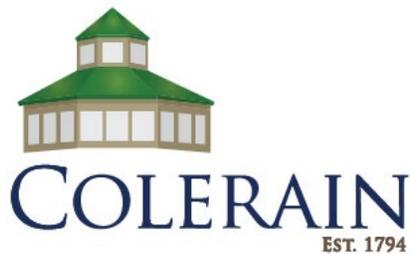


Regular Meeting of the Board of Trustees - October

October 9, 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 September 25, 2018
6. **Presentations**
 - a. Northgate Mall Housing Market Study - Michael Dinn, CRE
 - b. Presentation by Greater Cincinnati Energy Alliance on Economic Development Tool - PACE
 - c. Proclamation Declaring October 7, 2018 as Cincinnati Natural Foods Day in Colerain Township
 - d. Presentation of Donation from the Good Timers Organization.
 - e. Swearing in of Police Officer
7. **Public Hearing**
 - a. Public Hearing - Zoning Case ZA2013-07 Triple Creek - Major Modification to a Preliminary Development Plan
8. **Citizens Address: Questions Concerning Today's Agenda**
9. **Administrative Reports**
10. **Trustees' Report**
11. **New Business**
 - Public Safety**
 - a. Motion to Execute Contract with the Northwest Local School District for Police Services (Police)
 - b. Motion to Accept Donation (Police)
 - c. Motion to Accept Grant for Ballistic Vests (Police)
 - d. Motion to Accept Monetary Donation (Fire)
 - e. Motion to Accept Monetary Donation (Fire)
 - f. Motion to Accept Monetary Donation (Fire)





- g. Motion to Hire Two Part-Time Firefighter/ Emergency Medical Technicians (Fire)

Public Services

- a. Resolution Accepting Magnolia Woods Way as a Township Road

Planning & Zoning

- a. Resolution Declaring Nuisance and Ordering Abatement
- b. Motion to Appoint a Member of the Colerain Township Comprehensive Plan Land Use Committee

Administration

- a. Motion to Appoint Members of the Financial Advisory Committee
- b. Motion to approve Township Policy and Procedure Revision
- c. Motion to Establish 2018 Halloween Trick or Treat Hours
- d. Motion to Issue a Request for Proposals for Legal Services

12. Consent Items

- a. Contract with Anthem for Dental Insurance

13. Fiscal Office Report

- a. Motion to Approve Interfund Transfers
- b. Resolution Accepting the Amounts and Rates as Determined by the Budget Commission
- c. Approval to Amend 2018 Temporary Appropriations

14. Citizens Address

15. Executive Session – if needed

16. Adjournment



PRESENTATIONS

Department: Administration

Department Head:

Northgate Mall Housing Market Study - Michael Dinn, CRE

Rationale:

PRESENTATIONS

Department: Administration

Department Head: Geoff Milz, Administrator

Presentation by Greater Cincinnati Energy Alliance on Economic Development Tool - PACE

Rationale:

The property assessed clean energy (PACE) model is an innovative mechanism for financing energy efficiency and renewable energy improvements on private property. PACE programs exist for both residential properties (commonly referred to as Residential PACE or R-PACE) and commercial properties (commonly referred to as Commercial PACE or C-PACE). There are some key differences between commercial PACE and residential PACE, which has resulted in different rates of adoption and implementation across the U.S.

Commercial and residential PACE programs share a common foundation. PACE programs allow a property owner to finance the up-front cost of energy or other eligible improvements on a property and then pay the costs back over time through a voluntary assessment. The unique characteristic of PACE assessments is that the assessment is attached to the property rather than an individual.

The recent extension of this financing model to energy efficiency and renewable energy allows a property owner to implement improvements without a large up-front cash payment. Property owners that voluntarily choose to participate in a PACE program repay their improvement costs over a set time period—typically 10 to 20 years—through property assessments, which are secured by the property itself and paid as an addition to the owners' property tax bills. Nonpayment generally results in the same set of repercussions as the failure to pay any other portion of a property tax bill.

A PACE assessment is a debt of property, meaning the debt is tied to the property as opposed to the property owner(s). In turn, the repayment obligation may transfer with property ownership if the buyer agrees to assume the PACE obligation and the new first mortgage holder allows the PACE obligation to remain on the property. This can address a key disincentive to investing in energy improvements because many property owners are hesitant to make property improvements if they think they may not stay in the property long enough for the resulting savings to cover the upfront costs.

For more information view the video at: [PACE Video](#)

PRESENTATIONS

Department: Administration

Department Head: Geoff Milz, Administrator

Proclamation Declaring October 7, 2018 as Cincinnati Natural Foods Day in Colerain Township

Rationale:

**PROCLAMATION RECOGNIZING OCTOBER 7, 2018 AS
CINCINNATI NATURAL FOODS DAY IN COLERAIN TOWNSHIP**

Hamilton

.....*County, Ohio*
Colerain

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

WHEREAS, Cincinnati Natural Foods was established in 1978 when Founders, Donna and Ken Stothfang, wanted to promote better health and diet to the community; and

WHEREAS, Donna and Ken started in a small store in Madeira and then in Colerain, raising three children with these healthy ideas; and

WHEREAS, Cincinnati Natural Foods is proud of the variety of natural and planetary products that encourage an all-around healthy life style; and

WHEREAS, 2018 marks the 40th anniversary of Cincinnati Natural Foods which has become a staple for health in Colerain Township; and

WHEREAS, we thank Cincinnati Natural Foods for their passion and commitment to serving the community and congratulate them on their 40th anniversary.

Be it Proclaimed that the Colerain Township Board of Trustees does hereby recognize October 7, 2018 as Cincinnati Natural Foods Day in Colerain Township.

Adopted the 9th day of October 2018
.....

Attest
Fiscal Officer

.....
.....

Township Trustees

PRESENTATIONS

Department: Police

Department Head: Mark Denney, Police Chief

Presentation of Donation from the Good Timers Organization.

A donation is being made to thank the Police Department for their assistance with the annual charity ride.

Rationale:

PRESENTATIONS

Department: Police

Department Head: Mark Denney, Police Chief

Swearing in of Police Officer

Swearing in of Police Officer Brian Haubiel.

Rationale:

PUBLIC HEARING

Department: Planning & Zoning

Department Head: Jenna LeCount, Planning Director

Public Hearing - Zoning Case ZA2013-07 Triple Creek - 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:

1. That all conditions approved as part of case Colerain ZA2006-07 shall remain in effect for the subject site.
2. That a Final Development Plan be submitted for review and approval by the Colerain Zoning Commission.
3. That the proposed development be permitted a maximum density of 19.4 beds per acre where 18 beds per acre was approved on the previous approved plan.

Rationale:

On September 6, 2018, the Hamilton County Regional Planning Commission recommended unanimous approval of the Major Modification of a Preliminary Development Plan with conditions on the property known as Triple Creek Nursing Care located at 11230 Pippin Road. This Major Modification was requested by Michael Brand of C&K Partnership and was heard before the Colerain Township Zoning Commission on September 18, 2018. The Zoning Commission approved the same plan with the same conditions by unanimous vote.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the 9th day of October, 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. ZA2006-07

TRIPLE CREEK NURSING CARE

Approval of a Major Modification to a Preliminary Development Plan

Parcel No. 510-0022-0096-00

WHEREAS, the Applicant, Michael Brank, C&K Partnership, representing Triple Creek Nursing Care proposes a Major Modification to a Preliminary Development Plan; and,

WHEREAS, the Hamilton County Regional Planning Commission heard the case, and on September 6, 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 September 18, 2018, and after consideration of the recommendation of the Regional Planning Commission, and all public comments, exhibits, and other materials submitted, voted unanimously to recommend approval with conditions of the application for a Major Modification to a Preliminary Development Plan with conditions; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on October 9, 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. 510-0022-0096-00 designated as Planned District-Business, 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:
 1. That all conditions approved as part of case Colerain ZA2006-07 shall remain in effect for the subject site.
 2. That a Final Development Plan be submitted for review and approval by the Colerain Zoning Commission
 3. That the proposed development be permitted a maximum density of 19.4 beds per acre where 18 beds per acre was approved on the previous approved plan.

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 9th day of October, 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 9th day of October, 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 #ZA2006-07
11230 Pippin Rd.
October 9, 2018

PREPARED BY: Marty Kohler
Senior Planner

Request:

Major Modification to an approved Preliminary Development Plan for Triple Creek Nursing Care in an existing PD-B Planned Development Business District.

Purpose:

To increase the permitted beds per acre from 18.0 to 19.4 to allow for a building expansion to accommodate 7 additional beds.

Applicant/Owner:

Michael Brand – C&K Partnership

Location:

11230 Pippin Road located just north of I-275 and across from Triple Creek Park.

Site Description:

Tract Size: 4.895 acres
Frontage: 350 feet on Pippin Road
Topography: Relatively flat
Existing Development: Nursing Home

Surrounding Conditions:

<u>Zone</u>	<u>Land Use</u>
North: R-6 Urban Residential	Single Family
South: PD-B Planned Business	Multi-Family
East: PD-B Planned Business	Multi-Family
West: R-6 Urban Residential	Triple Creek Park

Case History:

In August of 2006, a 52,059 square foot skilled nursing care facility along with 15 independent living duplex villas and a medical office were approved as part of a zone change under the previous zoning designations (pre-2006 Zoning Resolution Update) from B-2 Single Family to OO Planned Office. The proposal also included a medical/professional building on the southwest corner of the development. This building was planned to be developed in the future after both the nursing facility and villas were built. However, it was never constructed and that portion of the site remains vacant.

Right-of-way for Pippin Road was dedicated and sidewalks constructed on the frontage were constructed as part of the original development.

Proposed Use:

The applicant is proposing to construct a 2,449 square foot one-story building addition to the existing skilled nursing care facility to add four new skilled care units (8 additional beds). Interior renovations would remove an existing unit where the total number of rooms would increase from 71 to 74 rooms and the total number of beds would increase from 88 to 95 beds. The project also includes interior remodeling which does not affect the total number beds in the facility. No alterations are being proposed to the parking lot or driveways around the skilled nursing care facility. No alterations are being proposed for the villas section of the development.

This request is being considered as a Major Modification to the approved Preliminary Development Plan due to the allowed maximum density of 18 beds per and the proposed density is 19.4. 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. The area plan primarily focuses on the development/redevelopment of the Hamilton Road corridor but does mention public and institutional uses as appropriate for the area. The plan also calls for moderate amounts of attached housing. The land use map indicates this area as “Suburban Neighborhood”.

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. The Zoning Commission and Trustees approved 18.0 beds per acre as part of the original approval of the zone change. Unlike institutional housing in residential districts, there is no maximum number of beds per site in the PD-B district. The request is to increase the permitted beds per acre of 18.0 to 19.4 for the portion of the site containing the existing nursing home. The development of the overall site is regulated by the “PD-B” district development standards and the total density for the overall PD area is slightly increased. There is little concern that the increase in permitted beds per acre would negatively impact the surrounding area.

The proposed addition meets the required minimum property line setbacks, parking requirements, and lot coverage requirements. Issues such as lighting and landscaping are addressed on the Final Development Plan.

OTHER AGENCY REPORTS

Hamilton County Regional Planning Commission:

On September 6, 2018, the Hamilton County Regional Planning Commission voted unanimously to recommend approval of the Major Modification to a Preliminary Development Plan with two conditions:

Conditions:

1. That all conditions approved as part of case Colerain ZA2006-07 shall remain in effect for the subject site.
2. That a lighting plan in compliance with the Zoning Resolution shall be submitted as part of the Final Development Plan.

Hamilton County Storm Water & 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

- E-mail stating no comment

Hamilton County Engineer

- No Response

Metropolitan Sewer District

- No Response

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. A Final Development Plan must be submitted after the approval of the Preliminary Development Plan. The Final Development Plan will address issues such as the exterior appearance of the building, landscaping, lighting, parking, and buffering.

RECOMMENDATION:

At their September 18, 2018 Regular Meeting, the Colerain Township Zoning Commission recommended unanimous **APPROVAL** of the Major Modification to the Preliminary Development Plan with the following conditions:

Conditions:

1. That all conditions approved as part of case Colerain ZA2006-07 shall remain in effect for the subject site.

2. That a Final Development Plan be submitted for review and approval by the Colerain Zoning Commission.

3. That the proposed development be permitted a maximum density of 19.4 beds per acre where 18 beds per acre was approved on the previous approved plan.

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Execute Contract with the Northwest Local School District for Police Services (Police)

Recommend adoption of a motion to allow Township Administrator Geoff Milz to sign a 2-year agreement with the Northwest Local School District for police services in the amount of \$142,800.

Rationale:

This agreement is for a part-time Middle School Safety Officer. The District has asked the Township to identify an officer to serve in this role for their three middle schools. The goal is to increase safety at all District schools.

The position is for one part time officer working 1440 hours per year, and the position would be part time as defined by the Internal Revenue Service and as defined under the Affordable Care Act.

MIDDLE SCHOOL SAFETY OFFICER AGREEMENT

This Agreement entered into this ____ day of _____ 2018, by and between **COLERAIN TOWNSHIP, OHIO**, an Ohio township (“Township”), and the **BOARD OF EDUCATION OF THE NORTHWEST LOCAL SCHOOL DISTRICT** (“Board”).

1. The Township agrees to provide one police officer to the Board, said officer to be known as a “Middle School Safety Officer (MSSO).”
2. The MSSO shall perform any and all duties required to assist the school in issues of safety and any other police related matters that may be of interest to the Township and Board.
3. Specific duties and responsibilities of the MSSO will be determined by a joint job description for that position, written by the Chief of Police and the School District Superintendent, or his designee.
5. The scope of accountability of the assigned officers shall be as follows:
 - a. The officer’s primary assignment during the school year shall be to the Northwest Local School District Board of Education, unless an immediate need for the officer to respond as a patrol officer is identified on behalf of the community or Colerain Township Police Department.
 - b. The officers and equipment hereby under contract will, at all times, be under the direct supervision and control of the Colerain Police Department and of the Chief of Police of Colerain Township, and subject to the rules, regulations, and policies of the Colerain Police Department, and the laws of the State of Ohio and the United States Government. It is mutually agreed the officer will be assigned to specific duties at the assigned school that most benefit the mission of the Police Department and School District, while not being contradictory to police procedure or policies of the Colerain Police Department.

The officers shall also be supervised by the school Superintendent, or a designee, when serving in the capacity and performing duties

as the school resource officer and Investigator; however, the officers' primary supervisor shall at all times be the Chief of Police of Colerain Township.

- c. The officer is first a police officer whose primary job is the enforcement of law.
6. The Board and the Township agree to the following financial and placement arrangement:
- a. The placement of the officer pursuant to the terms of this Agreement shall be made by the mutual agreement of the Board and Township, or their respective designees. This includes locations for the placement of the officer as well as the days and hours to be worked by the officer.
 - 1. There will be one MSSO assigned to the District and that officer shall be placed at one of the District's three middle schools; however, nothing in this Agreement limits the ability of the MSSO to provide services or respond to needs at the other schools operated by the Board.
 - b. In the event an assigned school resource officer is sick, in required training, or otherwise off work for more than two consecutive working days, a replacement officer shall be assigned by the Township at the same rate of pay as the normally assigned officer, regardless of the replacement officer's current rate of pay.
7. The Board agrees to pay the cost of the officer as indicated in Attachment A.
- a. The Township shall provide an invoice for the cost of the officer monthly to the Board.
 - e. The Board will make such payment to the Township within thirty days of receipt of an invoice.
9. The term of this Agreement commences on October 15, 2018 and shall end on May 31, 2020. The parties must agree to any subsequent renewal in writing.

- b. This Agreement may be terminated by either party upon providing thirty (30) days prior written notice to the other party.
- 10. Should state, federal or other grants or funds become available to pay all or a portion of the costs of the school resource officers, the Board and Township agree to cooperate as follows:
 - a. Both the Board and Township must agree to the conditions of the grant or other funding source, even if only one of the parties is required to make formal application for said grants or funds.
 - b. The proceeds of all grants or other funding source shall be utilized by the Board and Township equally to reduce the costs incurred by both parties.
- 11. The Township shall provide all training to the MSSO, to include the 40-hour School Resource Officer Academy.
- 12. The Police Department will maintain the "Mutual Aid" agreements with Green Township Police to allow for cooperative investigations and enforcement without request.
- 13. Independent Contractor: The Police Department of the Township of Colerain, Ohio, agrees to perform all services pursuant to this Agreement as an independent contractor, and further agrees that no employment-related benefits or withholdings shall be paid for or made to the Police Department and/or the school resource officer by the Board. In the event that any benefits or withholdings are later required by operation of law, or later determined to be required, the Township agrees that the cost or amount of such benefits or withholdings may be deducted from the current amount of this contract as contract payments are made to the Township, or if there is no unpaid balance on this contract or such balance is insufficient, the difference shall be reimbursed to the Board by the Township within ten (10) days following receipt of an invoice therefor.
- 14. Liability Insurance:

The Township shall maintain public liability insurance which shall cover the duties performed by the school resource officer and which shall name the

Board as an additional insured. The Board will also maintain public liability insurance, which will cover the school resource officer's duties and responsibilities and will name the Township as an additional insured on said policy.

15. Equipment and Facility:

The Township shall be responsible for providing and maintaining all uniforms and equipment necessary for the school resource officer to perform his/her duties as a police officer. The Board shall provide the SSO with sufficient space to prepare reports, meet with students, staff, etc. The Board shall also provide a school radio and/or cellular phone to the school resource officer when he/she is on duty on school grounds.

16 All records of performance of services will be maintained by the Colerain Police Department. The Colerain Police Department will conduct quarterly and yearly evaluations of the officer assigned to the role of MSSO. Colerain Police supervisors will seek input from Northwest Local School District personnel while preparing these reviews.

17. The employment rights, promotional opportunities, training opportunities, and fringe benefits of the employee assigned to the position of the MSSO, under contractual agreement shall not be limited based on the employee's participation in the contractual agreement.

18. Either party may request a meeting to review or revise this agreement, if needed. All portions of this agreement will be reviewed by both parties on a yearly basis.

WITNESS the signature of the parties aforesaid, this ____ day of _____ 2018.

NORTHWEST LOCAL SCHOOL DISTRICT

By: _____
Amy M. Wells, CFO/ Treasurer Date

By: _____
Pam Detzel, Board President Date

COLERAIN TOWNSHIP, OHIO

By: _____
Geoff Milz, Administrator Date

Approved as to Form By: _____
Mr. Lawrence Barbieri, Township Law Director Date

Attachment A

The contracting parties have reviewed the estimated expenses of the MSSO as provided for in this contract. The parties agree that the School District is responsible only for the costs provided in this attachment.

For the remainder of the 2018/2019 School Year: The expense for services provided to the Northwest Local Schools in the contract is \$67,200. The Township will invoice the School District in 8 equal billings statements of \$8,400 per month. As defined in the contract, the expenses will not exceed \$67,200.

2019/2020 School Year: The expense for services provided to the Northwest Local Schools in the contract is \$75,600. The Township will invoice the School District in 9 equal billings statements of \$8,400 per month. As defined in the contract, the expenses will not exceed \$75,600.

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Accept Donation (Police)

Recommend adoption of a motion to accept a donation of \$100.00 from Dave Suder in appreciation of services provided by the Colerain Police Department.

Rationale:

PUBLIC SAFETY

Department: Police

Department Head: Mark Denney, Police Chief

Motion to Accept Grant for Ballistic Vests (Police)

Recommend adoption of a motion to accept a grant from the State of Ohio in the amount of \$7,344.44.

Rationale:

This grant from the Ohio Attorney General's Office is for the purchase of ballistic vests for our police officers. This grant covers 75% of the costs of the vests, requiring a 25% match. That match will be included in the 2019 police budget.

Nancy Spears

From: Brooke D. Grant <Brooke.Grant@ohioattorneygeneral.gov>
Sent: Tuesday, September 11, 2018 2:58 PM
To: Nancy Spears
Subject: Ohio Law Enforcement Body Armor Program
Attachments: Colerain Township Police.pdf; LawEnforcementBodyArmorProgram_Request for Payment.pdf

Dear Chief Denney,

I am pleased to inform you that your department has been awarded \$7,334.44 to purchase body armor for your officers as part of the recently announced Ohio Law Enforcement Body Armor Program.

To facilitate the award of these funds, two important documents attached.

The first document (Award Acceptance) needs to be signed and returned after you've made the body armor purchase.

The second document (Request for Payment Form) also needs to be filled out and returned after you've made the body armor purchase. Please return both documents together via email to OhioLEBodyArmor@OhioAttorneyGeneral.gov

If you have any questions, please contact Brooke Grant at OhioLEBodyArmor@OhioAttorneyGeneral.gov

Very respectfully yours,

Mike DeWine
Ohio Attorney General

Brooke Grant
Grants Manager
Policy and Public Affairs
Office of Ohio Attorney General Mike DeWine
Office number: 614-629-8341
Fax number: 866-728-4264
Brooke.Grant@OhioAttorneyGeneral.gov

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Accept Monetary Donation (Fire)

Recommend acceptance of a \$100.00 donation.

Rationale:

Request authorization to accept a monetary donation (personal check) from Mr. & Mrs. Meyers, 10639 Chipstone Drive, Harrison, OH 45030 in appreciation for emergency medical services provided to their grandson during an incident in August 2018.

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Accept Monetary Donation (Fire)

Recommend acceptance of a \$50.00 donation.

Rationale:

Request authorization to accept a monetary donation (personal check) from Ms. Kwang Jo Park, 10380 Menominee Drive, Cincinnati, OH 45251 in appreciation for fire and emergency medical services provided to the community.

Kwang Ja Park
10380 Menominee Dr
Cincinnati, OH 45251

Feeling
Cheerful

3327
88-1/313
210

9/6/18 DATE

PAY TO THE
ORDER OF

File SE
D. Day

\$ 50.00

PNC BANK

PNC Bank, N.A. 030

FOR

Thanks

Kwang Ja Park
3327

Member Since

©2018

CARE BEARS™

HARRY K. MEYERS
MARJORIE J. MEYERS
10630 CHIPSTONE DRIVE
HARRISON, OH 45030
(513) 738-1592

Serenity

8224
69-722103422

Sept. 7 2018 DATE

Pay to the
Order of

Columbus Twp Dept. of Fire - EMS \$ 100.00

One hundred and 00/100 Dollars

HARRISON BUILDING AND LOAN

Shield

For

Marjorie J. Meyers
8224

Security Information: Shield Building Loans 1-800-628-6161 www.shieldbuildingloans.com

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Accept Monetary Donation (Fire)

Recommend acceptance of five \$50.00 donated gift cards.

Rationale:

Request authorization to accept the donated Kroger gift cards (one for each fire station) from the Colerain Chamber of Commerce, 4300 Springdale Road, Cincinnati, OH 45251 for recognition of the Department's achievement of being named the State of Ohio's EMS Agency of Year.

PUBLIC SAFETY

Department: Fire

Department Head: Frank Cook, Fire Chief

Motion to Hire Two Part-Time Firefighter/ Emergency Medical Technicians (Fire)

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

- Eric Whitis – Firefighter Emergency Medical Technician (EMT): \$14.50 per hour, and
- Adam Miller – 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, November 4, 2018, following compliance of the aforementioned conditions with a one-year probationary period.

PUBLIC SERVICES

Department: Public Services

Department Head:

Resolution Accepting Magnolia Woods Way as a Township Road

Approval of a resolution to accept Magnolia Woods Way.

Rationale:

The Hamilton County Engineer has inspected Magnolia Woods Way and has determined that the street has been constructed to meet their standards. Therefore, the Engineer recommends that the Township accepts the proposed street.

The Board of Trustees of Colerain Township, County of Hamilton, Ohio, State of Ohio, met in regular session at ____ p.m., on the _____ day of October, 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

**RESOLUTION ACCEPTING MAGNOLIA WOODS WAY
AS A COLERAIN TOWNSHIP ROAD**

WHEREAS, the Hamilton County Engineer and the property developer of the Magnolia Woods Subdivision have requested that Magnolia Woods Way, a 696.13 L.F. roadway, located in the Magnolia Woods Subdivision, Section One Block B, Colerain Township, Hamilton County, Ohio be established as a Township road; and

WHEREAS, this plat was approved by the Hamilton County Regional Planning Commission, and;

WHEREAS, the Hamilton County Engineer's Office has received a Maintenance Surety (Bond) and Maintenance Contract for the roads from the developer, to the satisfaction of and in favor of, the Board of County Commissioners of Hamilton County, and;

WHEREAS, the Ohio Revised Codes Section 505.10 authorizes a Board of Township Trustees to accept, on behalf of a township, the donation of any real or personal property for township use, and;

WHEREAS, the Board has evaluated the utility of accepting Magnolia Woods Way as a Township road and concluded that acceptance of the road would be in the best interest of the Township.

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

1. The Colerain Township Board of Trustees authorizes the Township Administrator to execute any documents and agreements necessary in order to establish Magnolia Woods Way as a Township road.
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 October, 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 October, 2018.

Heather E. Harlow,
Colerain Township Fiscal Officer

County of Hamilton

THEODORE B. HUBBARD, P.E.-P.S. COUNTY ENGINEER

700 COUNTY ADMINISTRATION BUILDING

139 EAST COURT STREET

CINCINNATI OH 45211-1212

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

September 7, 2018

To: COLERAIN TOWNSHIP TRUSTEES

Re: MAGNOLIA WOODS SECTION 1 BLOCK B SUBDIVISION

Honorable Board:

Please find the attached plats showing **MAGNOLIA WOODS WAY** in the above referenced subdivision. The developer has requested that said roads be established as Township roads. The physical improvements as shown on the approved improvement plans are complete and were constructed under the inspection of this office. This plat was approved by the Hamilton County Regional Planning Commission.

The Hamilton County Engineer's Office has received a Maintenance Surety and Maintenance Contract from the developer, to the satisfaction of and in favor of, the Board of County Commissioners of Hamilton County. The Maintenance Contract is for a one (1) year duration period. This duration period begins the same day the streets are actually accepted. Said Maintenance Surety will assure the correction of any defect or structural failure appearing in any public improvement, as shown on the approved subdivision improvement plans or constructed as part of this development.

We request that you inform this office in writing as to your assent to subject roads being accepted as Township roads. Upon receipt of your reply, this matter will be further expedited.

Magnolia Woods Way: 696.13 L.F.

Total Pavement Length: 696.13 L.F.

Very truly yours,

THEODORE B. HUBBARD, P.E.-P.S.
HAMILTON COUNTY ENGINEER



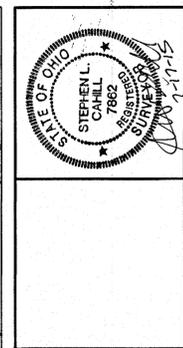
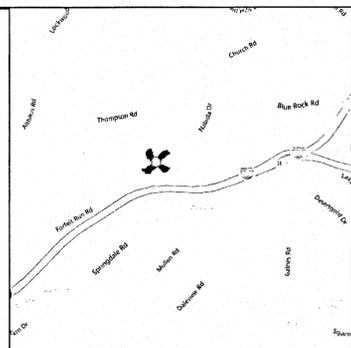
Debi S. Calhoun
Subdivision Department

TBH/DSC
Attachments
C: Subdivision File

2015 AUG 14 PM 12:10
BUSSEY SHOPS
HAMILTON COUNTY

MAGNOLIA WOODS SUBDIVISION SECTION 1, BLOCK B

THIS DOCUMENT HAS BEEN
RECEIVED
AUG 14 2015
HAMILTON COUNTY



DEDICATION STATEMENT
WE, THE UNDERSIGNED, DO HEREBY ADOPT AND CONFIRM THIS PLAT OF SUBDIVISION AND DEDICATE TO PUBLIC USE FOREVER MAGNOLIA WOODS WAY AND GRANT UNTO THE COUNTY OF HAMILTON OHIO, ITS SUCCESSORS AND ASSIGNS, EASEMENTS FOR SEWERS AS CONSTRUCTED WITHIN AND OUTSIDE THE LIMITS OF THE SUBDIVISION. WE ALSO GUARANTEE THE PAYMENT OF ALL TAXES AND ASSESSMENTS THAT ARE A LIEN ON SAID PROPERTY ON THE DATE OF ACCEPTANCE.

WE ALSO ACKNOWLEDGE THAT THE PRIVATE DRAINAGE EASEMENT FOR STORM WATER DETENTION AS SHOWN HEREON IS RESERVED FOR STORM SEWERS, SURFACE DITCHES, PRIMARY AND EMERGENCY STRUCTURES AND DETENTION BASIN PURPOSES ONLY AND SUBJECT TO THE TERMS AND CONDITIONS OF THE "PRIVATE DRAINAGE EASEMENT FOR STORM WATER DETENTION FACILITY" NOTE AS DESCRIBED HEREON.

PUBLIC SANITARY SEWER EASEMENTS ARE ALSO FOR THE USE AND BENEFIT OF ADJACENT LOTS AND OR FUTURE DEVELOPMENTS FOR THE PURPOSE OF INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXTENSION OR REPLACEMENT OF SANITARY SEWER BUILDING CONNECTION AND OR SANITARY MAINLINE SEWERS APPROVED BY M.S.D.

GRAND COMMUNITIES, LTD.
A KENTUCKY LIMITED PARTNERSHIP
BY: FISCHER DEVELOPMENT COMPANY
A KENTUCKY CORPORATION
ITS: GENERAL PARTNER

BY: TODD E. HUSS, PRESIDENT

NOTARY CLAUSE:
COMMONWEALTH OF KENTUCKY
COUNTY OF BOONE

BE IT REMEMBERED THAT ON THIS 22nd DAY OF July, A.D., 2015, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COMMONWEALTH OF KENTUCKY, PERSONALLY APPEARED TODD E. HUSS, PRESIDENT OF FISCHER DEVELOPMENT COMPANY, A KENTUCKY CORPORATION AND THE GENERAL PARTNER OF GRAND COMMUNITIES, LTD., A KENTUCKY LIMITED PARTNERSHIP, WHO REPRESENTED THAT THEY ARE DULY AUTHORIZED IN THE PREMISES AND WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS THEIR VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED, IN TESTIMONY WHEREOF, I HEREBY SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.

JACLYN RENO
Notary Public - State of Large Authority
My Commission Expires Jan. 26, 2016
Notary ID 459102
BY: JACLYN RENO

MORTGAGE DEDICATION STATEMENT

WE, THE UNDERSIGNED, AS MORTGAGEES OF MAGNOLIA WOODS SUBDIVISION, SECTION 1, BLOCK B, DO HEREBY ADOPT AND CONFIRM THIS PLAT AND FOR THE PURPOSES OF GRANTING THE EASEMENTS AS SHOWN HEREON.
SIGNED: THOMPSON ROAD INVESTMENTS, LLC
AN OHIO LIMITED LIABILITY COMPANY

BY: MARY S. ALLEN, ITS MANAGER

NOTARY STATEMENT
STATE OF Kentucky
COUNTY OF Boone

BE IT REMEMBERED THAT ON THIS 28th DAY OF July, 2015, BEFORE ME A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED MARY S. ALLEN, MANAGER OF THOMPSON ROAD INVESTMENTS, LLC, WHO REPRESENTED THAT SHE IS DULY AUTHORIZED IN THE PREMISES AND WHO ACKNOWLEDGED THAT SHE DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS HER VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES IN SAID INSTRUMENT MENTIONED.

IN TESTIMONY WHEREOF, I HEREBY SET MY HAND AND AFFIX MY NOTARIAL SEAL ON THIS DAY AND DATE AFORESAID.

JACLYN RENO
Notary Public - State of Large Authority
My Commission Expires Jan. 26, 2016
Notary ID 459102
BY: JACLYN RENO

PROPERTY ACQUIRED BY GRAND COMMUNITIES, LTD BY DEED ACQUIRED IN OFFICIAL RECORD BOOK 12523, PG. 2102 OF THE RECORDERS OFFICE OF HAMILTON COUNTY, OHIO AND REFERRED AS AUDITORS PARCELS 510-0343-0002 & 510-0343-0011 OF THE HAMILTON COUNTY AUDITORS OFFICE.

STREET ACCEPTANCE STATEMENT
STREETS DEDICATED BY THIS PLAT ARE NOT ACCEPTED FOR PUBLIC USE AND WILL NOT BE SO ACCEPTED UNTIL ALL PHYSICAL IMPROVEMENTS ARE COMPLETED ACCORDING TO THE AUTHORIZED SUBDIVISION IMPROVEMENT PLAN AND/OR REVISIONS THERETO ON FILE IN THE OFFICE OF THE HAMILTON COUNTY ENGINEER AND ACCEPTANCE IS ENTERED IN THE RECORDS OF SAID OFFICE. THERE WILL BE NO ASSESSMENTS FOR THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN ON SAID SUBDIVISION IMPROVEMENT PLAN. A BOND IS ON FILE IN THE OFFICE OF THE HAMILTON COUNTY ENGINEER IN SUFFICIENT AMOUNT TO COMPLETE ALL UNFINISHED PHYSICAL IMPROVEMENTS.

MAGNOLIA WOODS WAY ACCEPTED THIS DAY OF A.D., 2015, A.D., BY, FOR, ON BEHALF OF, AND IN THE NAME OF THE COUNTY OF HAMILTON AND UNDER THE AUTHORITY OF ITS BOARD OF COUNTY COMMISSIONERS BY VIRTUE OF R. C. SECTION 305.30 AND THE RESOLUTION ADOPTED MAY 11, 2011 AND ENTERED IN THE JOURNAL OF SAID BOARD.

COUNTY ADMINISTRATOR

SANITARY SEWER EASEMENT ACCEPTANCE STATEMENT

SEWER EASEMENTS WITHIN AND OUTSIDE THE SUBDIVISION LIMITS AND THE RIGHT OF WAY OF MAGNOLIA WOODS WAY (FOR SEWER EASEMENT PURPOSES ONLY) AS SHOWN HEREON ACCEPTED THIS 12th DAY OF August, A.D., 2015, BY, FOR, ON BEHALF OF AND IN THE NAME OF THE COUNTY OF HAMILTON AND UNDER THE AUTHORITY OF ITS BOARD OF COUNTY COMMISSIONERS BY VIRTUE OF R.C. SECTION 305.30 AND THE RESOLUTION ADOPTED MAY 11, 2011 ENTERED IN THE JOURNAL OF SAID BOARD.

Christian Sigman MGN
COUNTY ADMINISTRATOR

REGIONAL PLANNING COMMISSION APPROVAL

THIS PLAT APPROVED BY THE REGIONAL PLANNING COMMISSION OF HAMILTON COUNTY, OHIO ON THIS 12th DAY OF August, A.D., 2015.

APPROVED BY: Todd Kinsky
TODD KINSKY, DIRECTOR OF PLANNING & DEVELOPMENT

RESTRICTIONS ON SANITARY SEWER EASEMENTS

NO STRUCTURE OF ANY KIND WHICH CAN INTERFERE WITH ACCESS TO SAID PUBLIC SEWER SHALL BE PLACED IN OR UPON A PERMANENT SEWER EASEMENT, EXCEPTING ITEMS SUCH AS RECREATIONAL SURFACES, PAVED AREAS FOR PARKING LOTS, DRIVEWAYS, OR OTHER SURFACES USED FOR INGRESS AND EGRESS, PLANTS, TREES, SHRUBBERY, FENCES, LANDSCAPING OR OTHER SIMILAR ITEMS, BEING NATURAL OR ARTIFICIAL.

ANY OF THE AFORESAID SURFACES, PAVED AREAS, PLANTS, TREES, SHRUBBERY, FENCES, LANDSCAPING OR OTHER SIMILAR ITEMS WHICH MAY BE PLACED UPON SUCH SAID PERMANENT EASEMENT, SHALL BE SO PLACED AT THE SOLE EXPENSE OF THE PROPERTY OWNERS, AND THE GRANTEE(S) OR ASSIGNS OF ANY PERMANENT EASEMENT HENCEFORTH SHALL NOT BE RESPONSIBLE TO ANY PRESENT OWNERS OF THE PROPERTY, NOR TO THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS, FOR THE CONDITION, DAMAGE TO, OR REPLACEMENT OF ANY SUCH AFORESAID ITEMS, OR ANY OTHER ITEMS PLACED UPON THE EASEMENT, RESULTING FROM THE EXISTENCE OR USE OF THE SAID PERMANENT SEWER EASEMENT BY THE GRANTEE(S) OR ASSIGNS. ANY STRUCTURE CONSTRUCTED ON SAID PROPERTY IN WHICH SAID PERMANENT SANITARY SEWER EASEMENT EXISTS SHALL BE KEPT NOT LESS THAN THREE (3) FEET OUTSIDE THE PERMANENT SANITARY SEWER EASEMENT LINE NEAREST THE SITE OF THE PROPOSED STRUCTURE.

ANY DEVIATION FROM THE AFORESAID RESTRICTIONS SHALL BE PETITIONED BY WRITTEN REQUEST TO THE GRANTEE(S) OR THEIR ASSIGNS. EACH SUCH REQUEST SHALL BE CONSIDERED ON AN INDIVIDUAL BASIS.

SANITARY SEWER NOTE

THE OWNERS OF ALL PROPERTIES SHOWN ON THIS RECORD PLAT SHALL BE SUBJECT TO ALL APPLICABLE SEWER SERVICE CHARGES, ASSESSMENTS, TAP-IN CHARGES OR FEES WHICH HAVE BEEN OR MAY BE ESTABLISHED BY THE BOARD OF COUNTY COMMISSIONERS.

COUNTY ENGINEERS NOTES

NO PART OF ANY DRIVEWAY OR DRIVEWAY APPROACH WITHIN THE ROAD RIGHT OF WAY SHALL BE INSTALLED CLOSER THAN FIVE FEET (5') FROM ANY INLET OR FIRE HYDRANT.

UNDERGROUND SPRINKLER SYSTEMS SHALL NOT BE PERMITTED WITHIN THE ROAD RIGHT-OF-WAY.

THE OWNER/SUBDIVIDER AGREES TO CLEAN AND MAINTAIN ALL PUBLIC WAYS, SEWERS AND DRAINAGE FACILITIES DURING THE PERIOD PRIOR TO ACCEPTANCE AS A PUBLIC STREET BY THE COUNTY. THIS SHALL INCLUDE THE REMOVAL OF SNOW, ICE, MUD, DEBRIS, TRASH AND OTHER EXTRANEOUS MATERIAL.

REGIONAL PLANNING NOTES

AREA OF SUBDIVISION = 5.3548 ACRES

THE PRELIMINARY PLAN FOR THIS PLAT WAS APPROVED BY HAMILTON COUNTY REGIONAL PLANNING COMMISSION ON 3-07-2013.

THE IMPROVEMENT PLAN FOR THIS PLAT WAS APPROVED BY HAMILTON COUNTY REGIONAL PLANNING COMMISSION ON 04-25-2014.

BUILDING DEPARTMENT NOTE

THE HAMILTON COUNTY, OHIO BUILDING CODE, SECTION 1231.04(B)(3) ACCESS REQUIRES SLOPE OF DRIVEWAY SHALL BE LIMITED TO A MAXIMUM OF 1-3/4 INCHES PER FOOT. (14%)

COLERAIN TOWNSHIP ZONING NOTE

THIS SUBDIVISION WAS DETERMINED TO COMPLY WITH THE MINIMUM LOT SIZE REQUIREMENTS OF THE COLERAIN TOWNSHIP "R-3" SUBURBAN-LOW RESIDENTIAL DISTRICT AND THE OPEN SPACE RESIDENTIAL DEVELOPMENTS REQUIREMENTS. FURTHERMORE, LOTS WITHIN THIS SUBDIVISION SHALL BE CONTROLLED BY THE BUILDING SETBACK REQUIREMENTS OF THE "R-3" SUBURBAN-LOW RESIDENTIAL DISTRICT, UNDER THE JURISDICTION OF THE COLERAIN TOWNSHIP ZONING RESOLUTION. ANY IMPROVEMENTS, ACTIVITIES, OR OTHER CONDITIONS SUBJECT TO CERTIFICATION OF ZONING COMPLIANCE, AS INTERPRETED BY THE PLANS EXAMINER, SHALL MEET THE REQUIREMENTS OF SAID DISTRICT AT THE TIME OF APPLICATION.

RETURN ORIGINAL RECORDED RECORD PLAT MYLARS TO THE HAMILTON COUNTY ENGINEER'S SUBDIVISION DEPARTMENT

PRIVATE DRAINAGE EASEMENTS

PRIVATE DRAINAGE EASEMENTS SHOWN ON THESE PLANS ARE NOT ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, AND THE COUNTY OF HAMILTON IS NOT OBLIGATED TO MAINTAIN OR REPAIR ANY WATERCOURSES, DRAINAGE CHANNELS OR INSTALLATIONS IN SAID EASEMENTS. THE EASEMENT AREA OF EACH LOT AND ALL IMPROVEMENTS THEREON SHALL BE MAINTAINED CONTINUOUSLY BY THE OWNER OF THE LOT. WITHIN THESE EASEMENTS, NO STRUCTURES, PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD OR CHANGE THE DIRECTION OF THE FLOW OF WATER THROUGH THE WATERCOURSES OR DRAINAGE CHANNELS IN THE EASEMENT.

PRIVATE DRAINAGE EASEMENT FOR STORM WATER DETENTION FACILITY

PRIVATE DRAINAGE EASEMENTS FOR STORM WATER DETENTION SHOWN ON THESE PLANS ARE NOT ACCEPTED BY THE BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, AND THE COUNTY OF HAMILTON IS NOT RESPONSIBLE TO MAINTAIN, REPAIR OR REPLACE ANY CHANNELS WITHIN SAID EASEMENTS.

THE EASEMENT AREAS AND ALL IMPROVEMENTS WITHIN SAID EASEMENTS ARE TO BE MAINTAINED CONTINUOUSLY BY THE LEGAL OWNER(S), HEIR(S), ASSIGN(S) OR SUCCESSOR(S) OF THE REAL ESTATE WHEREIN SAID EASEMENTS OCCUR.

NO STRUCTURES OR STRUCTURE ALTERATIONS, PLANTING OR OTHER MATERIALS OR MODIFICATIONS MAY BE PLACED, MADE, OR PERMITTED TO REMAIN WHICH WILL OBSTRUCT, RETARD, ALTER OR ADVERSELY AFFECT THE INTEGRITY OF THE DETENTION FACILITY IN REGARD TO THE DIRECTION OF THE FLOW OF WATER THROUGH THE DRAINAGE CHANNEL, THE QUANTITY OF STORM WATER DETAINED OR THE RATE OF DISCHARGE FROM THE OUTLET CONTROL DEVICES AS APPROVED BY THE HAMILTON COUNTY PLANNING & DEVELOPMENT STORM WATER DIVISION.

THE LOT OWNER(S) ARE LEGALLY RESPONSIBLE TO MONITOR, MAINTAIN, AND OPERATE THE DETENTION STRUCTURE AND ITS APPURTENANCES SAFELY. THE OWNER SHALL TAKE ALL NECESSARY ACTION TO SAFEGUARD LIFE, HEALTH AND PROPERTY IF ANY CONDITIONS THREATEN THE SAFETY OF THE DETENTION STRUCTURE.

PRIOR TO ANY CHANGES BEING MADE TO THE STORM WATER DETENTION FACILITY, A WRITTEN REQUEST MUST BE SUBMITTED TO THE DIRECTOR OF THE HAMILTON COUNTY PLANNING & DEVELOPMENT STORM WATER DIVISION FOR APPROVAL.

INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

ENFORCEMENT SHALL BE BY PROCEEDING AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT, EITHER TO RESTRAIN VIOLATIONS OR TO RECOVER DAMAGES.

STORM WATER MANAGEMENT FACILITY OWNERSHIP & MAINTENANCE

THE DEVELOPER OR THE PROPERTY OWNER(S) OF THIS SUBDIVISION WILL ACCEPT RESPONSIBILITY FOR THE FUNCTIONALITY AND MAINTENANCE OF ALL STORM WATER DETENTION AND WATER QUALITY FACILITIES UNTIL THIS SUBDIVISION IS ACCEPTED BY HAMILTON COUNTY.

ONCE THE SUBDIVISION IS ACCEPTED BY THE COUNTY THE HOMEOWNERS ASSOCIATION (HOA) OR THE PROPERTY OWNER(S) ARE RESPONSIBLE FOR THE MAINTENANCE OF ALL DETENTION BASINS WITHIN THE SUBDIVISION. THE MAINTENANCE RESPONSIBILITIES WILL BE TRANSFERRED TO THE PROPORTIONAL DISTRIBUTION OF THE PROPERTY OWNERS WITHIN THE DEVELOPMENT IF THE HOA IS DISSOLVED.

IF THE HOA IS NOT FORMED THE MAINTENANCE RESPONSIBILITIES AND OR REPAIR OF ALL STORM WATER DETENTION AND WATER QUALITY FACILITIES WILL BE PROPORTIONAL DISTRIBUTION OF THE PROPERTY OWNERS WITHIN THE DEVELOPMENT ONCE THE SUBDIVISION IS ACCEPTED.

THE PROPERTY OWNER(S) ACCEPTS RESPONSIBILITY FOR OWNERSHIP AND PROPER MAINTENANCE OF THE PERMANENT WATER QUALITY SYSTEM ON THE SITE PER THE APPROVAL AND DESIGNATED MAINTENANCE PLAN AND SCHEDULE SHOWN BELOW. THE HOMEOWNERS ASSOCIATION WILL COMPLETE ANY NECESSARY REPAIRS AND/OR PREVENTIVE MAINTENANCE PROCEDURES IN A TIMELY MANNER TO ENSURE PROPER FUNCTIONING OF THE SYSTEM AS A STORM WATER MANAGEMENT DEVICE.

THE PROPERTY OWNER(S) WILL CONTINUE TO OWN AND MAINTAIN THE WATER QUALITY SYSTEM UNTIL HAMILTON COUNTY IS NOTIFIED IN WRITING OF A TRANSFER IN OWNERSHIP AND MAINTENANCE RESPONSIBILITY. THE NOTIFICATION WILL INCLUDE A DATE FOR THE TRANSFER OF RESPONSIBILITY AND A LETTER OF ACCEPTANCE FROM THE NEW OWNER.

RESTRICTIONS ON STORM SEWER EASEMENTS

NO STRUCTURE OF ANY KIND WHICH CAN INTERFERE WITH ACCESS TO SAID PUBLIC SEWER SHALL BE PLACED IN OR UPON A PERMANENT SEWER EASEMENT, EXCEPTING ITEMS SUCH AS RECREATIONAL SURFACES, PAVED AREAS FOR PARKING LOTS, DRIVEWAYS, OR OTHER SURFACES USED FOR INGRESS AND EGRESS, PLANTS, TREES, SHRUBBERY, FENCES, LANDSCAPING OR OTHER SIMILAR ITEMS, BEING NATURAL OR ARTIFICIAL. NO ITEMS SUCH AS RECREATIONAL SURFACES, PAVED AREAS FOR PARKING LOTS, DRIVEWAYS OR OTHER SURFACES USED FOR INGRESS AND EGRESS, PLANTS, TREES, SHRUBBERY, FENCES, LANDSCAPING OR OTHER SIMILAR ITEMS, BEING NATURAL OR ARTIFICIAL SHALL BE PLACED IN A PRIVATE DRAINAGE EASEMENT THAT IMPEDES OR DIVERTS THE FLOW, I.E. TYPICAL SECTION A-A EMERGENCY OVERFLOW SWALE.

ANY OF THE AFORESAID SURFACES, PAVED AREAS, PLANTS, TREES, SHRUBBERY, FENCES, LANDSCAPING OR OTHER SIMILAR ITEMS WHICH MAY BE PLACED UPON SUCH SAID PERMANENT EASEMENT, SHALL BE SO PLACED AT THE SOLE EXPENSE OF THE PROPERTY OWNERS, AND THE GRANTEE(S) OR ASSIGNS OF ANY PERMANENT EASEMENT HENCEFORTH SHALL NOT BE RESPONSIBLE TO ANY PRESENT OWNERS OF THE PROPERTY, NOR TO THEIR HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS, FOR THE CONDITION, DAMAGE TO, OR REPLACEMENT OF ANY SUCH AFORESAID ITEMS, OR ANY OTHER ITEMS PLACED UPON THE EASEMENT, RESULTING FROM THE EXISTENCE OR USE OF THE SAID PERMANENT SEWER EASEMENT BY THE GRANTEE(S) OR ASSIGNS. ANY STRUCTURE CONSTRUCTED ON SAID PROPERTY IN WHICH SAID PERMANENT STORM SEWER EASEMENT EXISTS SHALL BE KEPT NOT LESS THAN THREE (3) FEET OUTSIDE THE PERMANENT STORM SEWER EASEMENT LINE NEAREST THE SITE OF THE PROPOSED STRUCTURE, EXCEPT THAT THIS RESTRICTION IS NOT APPLICABLE TO ALL STORM SEWER EASEMENTS.

ANY DEVIATION FROM THE AFORESAID RESTRICTIONS SHALL BE PETITIONED BY WRITTEN REQUEST TO THE GRANTEE(S) OR THEIR ASSIGNS. EACH SUCH REQUEST SHALL BE CONSIDERED ON AN INDIVIDUAL BASIS.

MAINTENANCE SCHEDULE/RESPONSIBILITY FOR DETENTION BASIN

- FACILITY TO BE OWNED AND MAINTAINED BY: THE MAGNOLIA WOODS COMMUNITY ASSOCIATION, INC.
- CONTROL STRUCTURE IS TO BE INSPECTED REGULARLY TO ENSURE ORIFICES ARE CLEAN AND FUNCTIONING PROPERLY.
- DEBRIS TO BE REMOVED FROM INLET STRUCTURE GRATE AFTER LARGE STORM EVENTS.
- OUTLET STRUCTURE TO BE INSPECTED AND SEDIMENT TO BE REMOVED ON A REGULAR BASIS.
- REPAIRS TO THE OUTLET STRUCTURE AND OUTLET PIPE TO BE MADE IF NEEDED.

STORM WATER DETENTION FACILITY TABLE

RELEASE RATES	REQUIRED VOLUME	REQUIRED WQV
DESIGN: Q1 = 4.33 C.F.S. Q10 = 8.06 C.F.S.	VOLUME=64,863 C.F.	13,329 C.F.
Q100 = 19.17 C.F.S.		
HIGHWATER ELEVATION = 798.00		

"NO GRAVITY FLOW STORM DRAINS FROM ANY DRIVEWAY, WINDOW WELL, STAIRWELL, FOUNDATION, BASEMENT, PATIO OR OTHER SOURCE WILL BE PERMITTED TO BE DIRECTLY CONNECTED TO THE PROPOSED STORM SEWER SYSTEM AND/OR EXISTING OR PROPOSED WATERCOURSE BELOW THE HIGHWATER ELEVATIONS SHOWN IN THE ABOVE TABLE.

IF THE BASEMENT FLOOR IS BELOW THE ABOVE STATED ELEVATION, THE BASEMENT SHALL BE PROVIDED WITH A SUMP PUMP WELL AND SUMP PUMP. THE PUMP SHALL BE DISCHARGED ON THE LOT AT OR ABOVE THE ELEVATION STATED ABOVE.

A GRAVITY FLOW STORM SYSTEM MAY BE DISCHARGED ON THE LOT AT A POINT WHERE THE OUTLET IS NOT AFFECTED BY FLOODING FROM THE PROPOSED STORM SEWER SYSTEM AND/OR EXISTING OR PROPOSED WATERCOURSE."

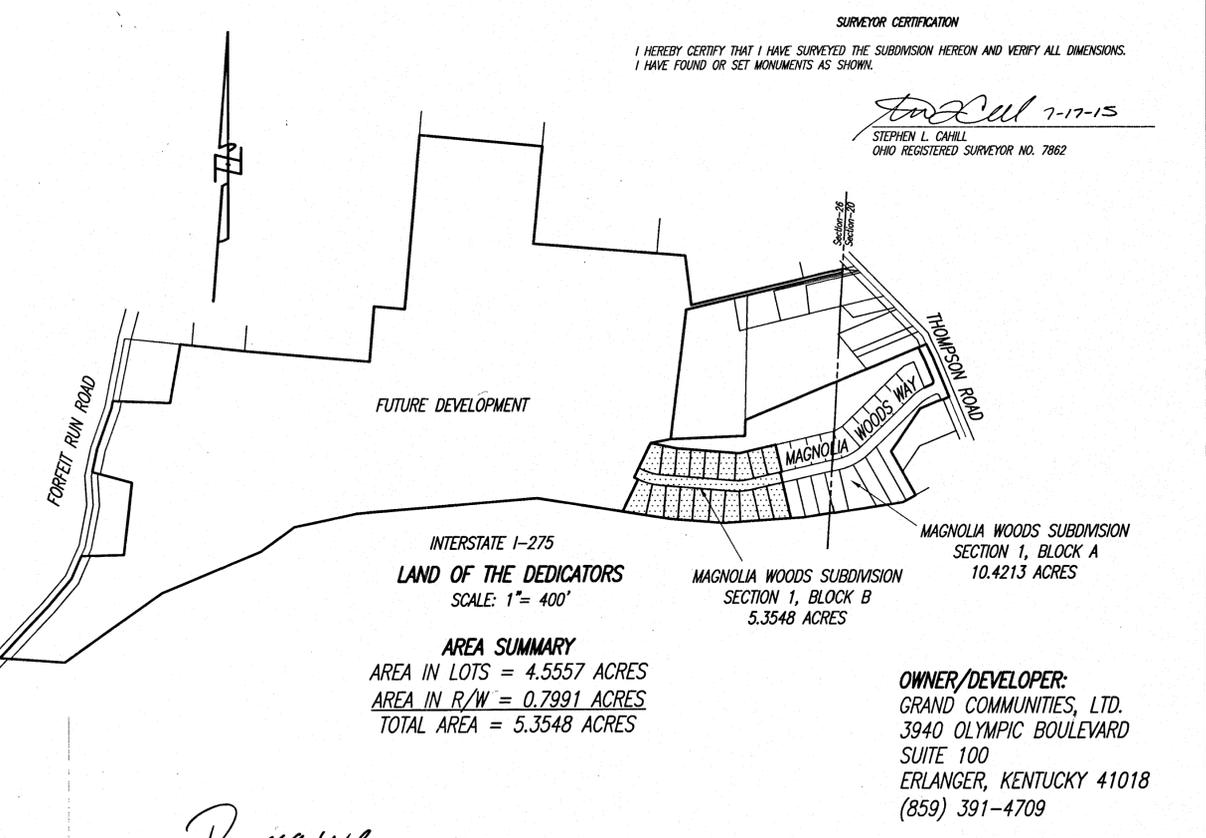
M.O.E. INDICATES MINIMUM LOW FLOOR WALKOUT OR BASEMENT WINDOW OPENING.

LANDSCAPE AND SIGNAGE EASEMENT

ALL LANDSCAPE AREA EASEMENTS ARE FOR THE BENEFIT OF THE MAGNOLIA WOODS HOMEOWNERS ASSOCIATION AND GRAND COMMUNITIES, LTD. FOR THE PURPOSE TO CONSTRUCT, MAINTAIN AND MODIFY ENTRY FEATURES SUCH AS LANDSCAPE MATERIALS, DECORATIVE FENCE, MARKETING SIGNAGE OR GROUND MONUMENT SIGNAGE.

REQUIRED VOLUME	REQUIRED WQV
13,329 C.F.	13,329 C.F.

Perimeter: 2126.0080 Area: 233,253.68 Sq. Ft. 5.3548 Acres
Mapcheck Closure - (Uses listed courses and chords)
Error Closure: 0.0008 Course: N 84-50-31 W
Error North: 0.00007 East: -0.00078
Precision: 1: 2,657,509.8750



APPROVED: Daniel A. White
SEWERS CHIEF ENGINEER, MSD

SANITARY SEWER NO. 6389

MAGNOLIA WOODS SUBDIVISION
SECTION 1, BLOCK B

Date	Drawn By	Checked By	Scale
3-10-15	G.R.	S.C.	N/A

FINAL PLAT
Project: MAGNOLIA WOODS SUBD., SECTION 1, BLOCK B
SECTION-26, TOWN-2, RANGE-1
COLEBRAN TOWNSHIP
HAMILTON COUNTY, OHIO

Abercrombie & Associates, Inc.
Civil Engineering & Surveying
3377 Compton Road, Suite 120
Cincinnati, Ohio 45221
www.abercrombie-associates.com

Job No. 00-0053A-2 1 2

REC'D FOR TRAIL

2015 AUG 14 PM 12:16

DUPLICATE COPIES
NOT FOR
HAMILTON COUNTY

GRANT OF EASEMENT

FOR VALUABLE CONSIDERATION, WE, THE UNDERSIGNED, ("GRANTOR") DO HEREBY PERMANENTLY GRANT TO DUKE ENERGY OHIO/KENTUCKY, INC. AND THEIR PARENT ENTITY (OR ENTITY CONTROLLING BOTH ENTITIES), THEIR RESPECTIVE SUBSIDIARIES OR AFFILIATE ENTITIES, AND ANY OTHER PROVIDER OF UTILITY SERVICES ("GRANTEE") THEIR SUCCESSORS AND ASSIGNS, FOREVER, NON-EXCLUSIVE EASEMENTS, AS SHOWN ON THE WITHIN PLAT AND DESIGNATED AS "POWERED UTILITY EASEMENTS" FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF ANY AND ALL NECESSARY FIXTURES FOR THE OVERHEAD OR UNDERGROUND DISTRIBUTION OF GAS, ELECTRIC, TELEPHONE, TELECOMMUNICATIONS OR OTHER UTILITIES ("GRANTEE FACILITIES" OR "FACILITIES").

WE ACKNOWLEDGE HAVING THE FULL POWER TO CONVEY THIS UTILITY EASEMENT AND WILL DEFEND THE SAME AGAINST ALL CLAIMS.

ALSO HEREBY GRANTED TO DUKE ENERGY OHIO/KENTUCKY, INC. AND ITS SUBSIDIARIES, SUCCESSORS, AND ASSIGNS IS THE RIGHT TO LATEROALLY EXTEND, REPAIR, AND MAINTAIN NATURAL GAS SERVICES TO SERVE INDIVIDUAL LOTS AS CONSTRUCTED BY THE ORIGINAL BUILDER ALLOWING DISTURBANCE ONLY OVER EXISTING SERVICE LINES NECESSARY FOR THE REPAIR ONLY ON THE LOT ON WHICH THE SERVICE IS LOCATED. RECONSTRUCTION OR RELOCATION IS PERMISSIBLE ONLY WITH WRITTEN PERMISSION OF THE PARCEL OWNER AND SAID UTILITY PROVIDER TO A MUTUALLY AGREEABLE LOCATION. NO PART OF THE UTILITY EASEMENTS SHALL ENCUMBER EXISTING BUILDINGS OR ADJOINING LOTS.

PRESERVATION EASEMENT

PRESERVATION EASEMENTS (P.E.) ARE HEREBY ESTABLISHED ON SUCH AREAS OF THE PROPERTY DESIGNATED AS A PRESERVATION EASEMENT ON THIS FINAL PLAT. THE PRESERVATION EASEMENTS ESTABLISHED HEREIN ARE SUBJECT TO THE FOLLOWING RESTRICTIONS, CONDITIONS, AND RESERVATIONS OF USE: (A) ANY DIVISION OR SUBDIVISION OF THE PRESERVATION EASEMENT AREA IS PROHIBITED; (B) COMMERCIAL DEVELOPMENT OR INDUSTRIAL ACTIVITY ON THE PRESERVATION EASEMENT AREA IS PROHIBITED; (C) THE PLACEMENT OR CONSTRUCTION OF ANY MAN-MADE MODIFICATIONS INCLUDING, BUT NOT LIMITED TO, BUILDINGS, STRUCTURES, FENCES, ROADS, AND PARKING LOTS IS PROHIBITED IN THE PRESERVATION EASEMENT AREA; (D) ANY CUTTING OF TREES, GROUNDCOVER, OR VEGETATION IS PROHIBITED IN THE PRESERVATION EASEMENT AREA UNLESS THE VEGETATION THREATENS SAFETY OR PROPERTY DAMAGE; (E) DESTROYING VEGETATION BY MEANS OF HERBICIDES OR PESTICIDES IS PROHIBITED IN THE PRESERVATION EASEMENT AREA, OTHER THAN THE REMOVAL OR CONTROL OF INVASIVE AND NOXIOUS SPECIES; (F) WASTE, GARBAGE AND UNSIGHTLY OR OFFENSIVE MATERIALS ARE NOT PERMITTED AND MAY NOT ACCUMULATE IN THE PRESERVATION EASEMENT AREA; (G) NATURAL WATER COURSES, STREAMS, AND RIPARIAN BUFFERS MAY NOT BE DREDGED, STRAIGHTENED, FILLED, CHANNELIZED, IMPEDED, DIVERTED, OR OTHERWISE ALTERED IN THE PRESERVATION EASEMENT AREA; (H) SURFACE ALTERATION OR EXTRACTION OF MINERALS INCLUDING TOPSOIL, SAND, GRAVEL, OR ROCK IS PROHIBITED WITHIN PRESERVATION EASEMENT AREA.

GRANTOR, ITS SUCCESSORS AND ASSIGNS, MAY ALLOW CERTAIN DE MINIMIS ACTIVITIES TO VERIFY COMPLIANCE WITH JURISDICTIONAL REQUIREMENTS. GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL RETAIN ALL RIGHTS OF OWNERSHIP WHICH ARE NOT EXPRESSLY LIMITED BY THIS PRESERVATION EASEMENT, INCLUDING THE RIGHT TO USE THE PRESERVATION EASEMENT FOR ALL PURPOSES NOT INCONSISTENT WITH THIS PRESERVATION EASEMENT. NOTHING IN THIS PRESERVATION EASEMENT SHALL BE CONSTRUED AS A DEDICATION OF THE PRESERVATION EASEMENT FOR PUBLIC USE, NOR SHALL IT BE CONSTRUED AS GRANTING THE RIGHT OF ENTRY TO THE PUBLIC. THIS PRESERVATION EASEMENT IS REQUIRED AS PART OF MITIGATION FOR CERTAIN SURFACE WATER FEATURE IMPACTS, AND SHALL RUN WITH THE LAND.

60 FT. BOUNDARY BUFFER

THE BOUNDARY BUFFER AS SHOWN ON THIS FINAL PLAT IS FOR THE PROPERTY TO REMAIN IN ITS NATURAL STATE, AND BUILDINGS OR STRUCTURES MAY BE BUILT IN THE BOUNDARY BUFFER AREA. NO DUMPING OF DEAD VEGETATION, GRASS CLIPPINGS, TREES, BRANCHES, ROOTS, HOUSEHOLD WASTE, ANIMAL WASTE, OR CONSTRUCTION WASTE ARE PERMITTED IN THE BOUNDARY BUFFER AREA. THE PROPERTY OWNER SHALL CONTINUOUSLY MAINTAIN THE AREA WITHIN THE BOUNDARY BUFFER AREA PURSUANT TO THE REQUIREMENTS CONTAINED HEREIN.

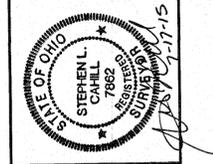
HOME OWNERS ASSOCIATION STATEMENT

THE WITHIN SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATIONS OF EASEMENTS FOR MAGNOLIA WOODS COMMUNITY ASSOCIATION, INC., WHICH IS RECORDED IN OFFICIAL RECORD BOOK 12681, PG. 1423 OF THE HAMILTON COUNTY RECORDERS OFFICE, CINCINNATI, HAMILTON COUNTY, OHIO.

THIS DOCUMENT HAS BEEN RECEIVED AUG 14 2015

TRANSFERRED TO RECORDS, HAMILTON COUNTY AUDITOR RECORDED IN PLAT BOOK PAGE

#353133 (8-14-15)
510-343-(133 thru 152) Inclusive
(Void per 510-343-11)
Cons.
(Bal pars 510-343-2 & pg 344-23,34, st. ease 31)



MAGNOLIA WOODS SUBDIVISION
SECTION 1, BLOCK B

Date: 3-10-15
Drawn By: G.R.
Checked By: S.C.
Scale: 1" = 50'

REVISIONS
7-17-15

FINAL PLAT
MAGNOLIA WOODS SUBD., SECTION 1, BLOCK B
SECTION-26, TOWN-2, RANGE-1
COLEBRAN TOWNSHIP
HAMILTON COUNTY, OHIO

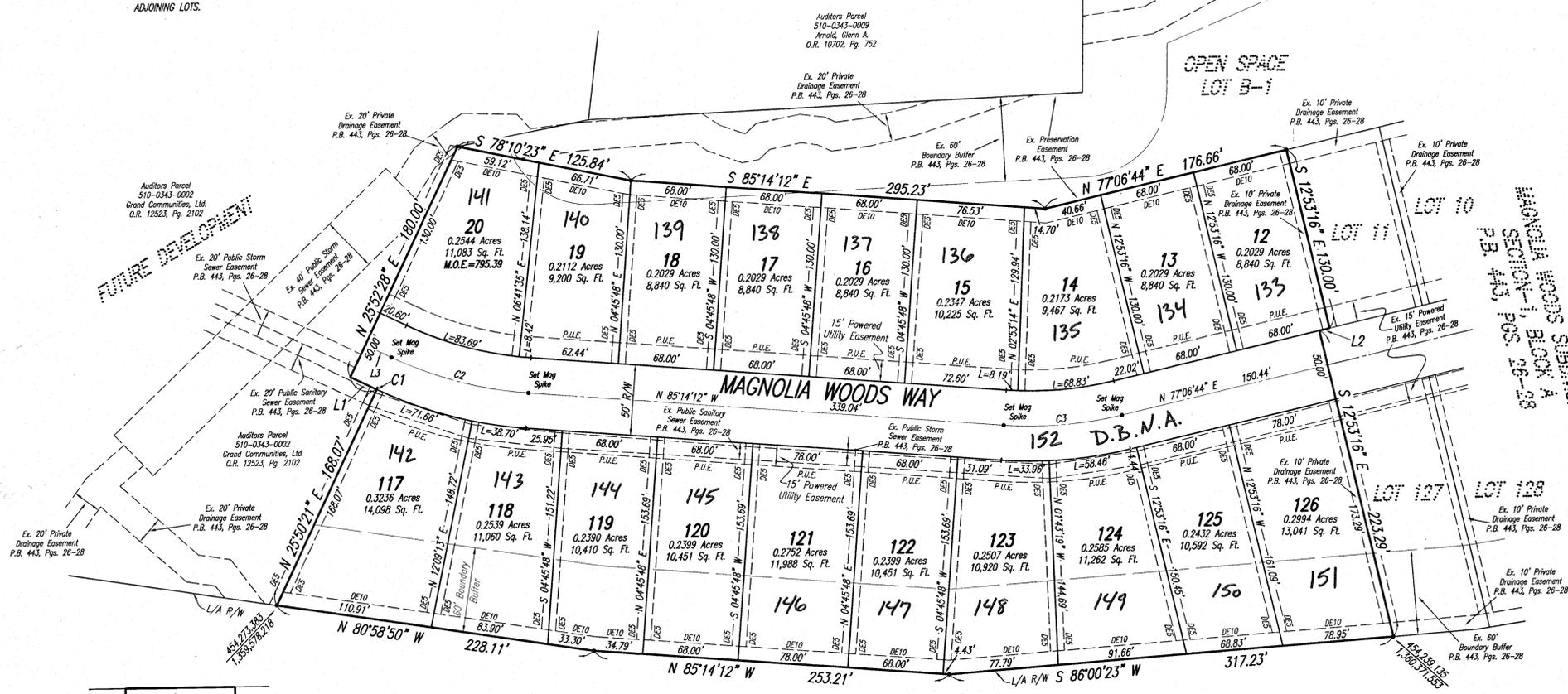
Project: MAGNOLIA WOODS SUBD., SECTION 1, BLOCK B
SECTION-26, TOWN-2, RANGE-1
COLEBRAN TOWNSHIP
HAMILTON COUNTY, OHIO

Job No. 00-00534-2
2

NORTH BASED ON NAD-83 OHIO STATE PLANE COORDINATES SYSTEM SOUTH ZONE BASED ON OBSERVATIONS OF HAMILTON COUNTY, OHIO GEODETIC CONTROL MONUMENTS.

COORDINATES SHOWN AT PROPERTY CORNERS ARE RELATIVE TO SAME COORDINATE SYSTEM

Denotes: Set 5/8" Iron Pin W/Cap (#7862) Unless Otherwise Noted



FUTURE DEVELOPMENT

OPEN SPACE LOT B-1

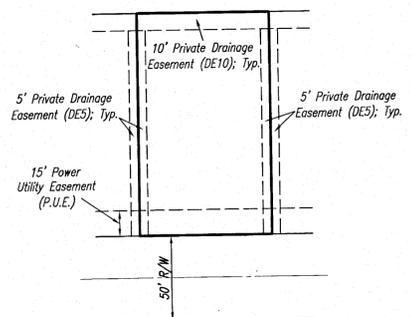
MAGNOLIA WOODS SUBDIVISION SECTION 1, BLOCK B P.B. 443, PGS. 26-28

INTERSTATE I-275 (R/W VARIES)

Cons.
510-343-2, 11
510-344-23, 34, st. ease 31
19-lots

CURVE TABLE with columns: CURVE, DELTA, RADIUS, LENGTH, CHORD, BEARING. Rows C1, C2, C3.

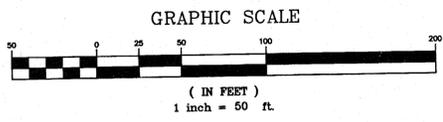
LINE TABLE with columns: DISTANCE, BEARING. Rows L1, L2, L3.



TYPICAL LOT SHOWING PRIVATE DRAINAGE EASEMENT

PRIVATE DRAINAGE EASEMENT BETWEEN LOTS
ALL COMMON SIDE YARD PROPERTY LINES SHALL HAVE A 5FT DRAINAGE EASEMENTS (DES) AND ALL REAR YARD PROPERTY LINES SHALL HAVE 10FT DRAINAGE EASEMENT (DE10) ALONG THE SIDE PROPERTY LINES. THIS DRAINAGE EASEMENT SHALL BE MAINTAINED BY THE LOT OWNER(S). WITHIN THE EASEMENTS, NO STRUCTURE(S), PLANTING(S), FENCING, CULVERT OR OTHER MATERIALS SHALL BE PLACED OR PERMITTED TO REMAIN WHICH MAY OBSTRUCT, RETARD, OR DIVERT THE FLOW THROUGH THE WATERCOURSE.

RETURN ORIGINAL RECORDED RECORD PLAT MYLARS TO THE HAMILTON COUNTY ENGINEER'S SUBDIVISION DEPARTMENT



DESCRIPTION ACCEPTABLE HAMILTON COUNTY ENGINEER
Tax Map: 8/14/15
CAGIS: 8/18/2015

APPROVED: [Signature] SEWERS CHIEF ENGINEER, MSD

SANITARY SEWER NO. 6389

County of Hamilton

THEODORE B. HUBBARD, P.E.-P.S. COUNTY ENGINEER

700 COUNTY ADMINISTRATION BUILDING

138 EAST COURT STREET

CINCINNATI, OHIO 45202-1232

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

August 7, 2018

Fischer Development Company
Mr. Casey Schlensker
3940 Olympic Blvd. Suite 100
Erlanger, KY 41018

Re: Magnolia Woods Section 1 Block B
Colerain Township

Dear Mr. Schlensker:

An Inspection for street related items was held on Tuesday August 7, 2018 for the above referenced subdivision in Colerain Township. Those attending were Casey Schlensker (Developer), Dan Schulte (Colerain Township) & Debi Calhoun (Hamilton County).

The following items must be completed for final street acceptance:

MAGNOLIA WOODS WAY:

1. Rotate vane grates to the correct direction of flow
2. Remove asphalt temporary turnaround station right at end of Block B
3. 6067 Remove and replace 2 blocks of sidewalk
4. 6070 Remove and replace 1 block of sidewalk

Sincerely,

THEODORE B. HUBBARD, P.E.-P.S.
HAMILTON COUNTY ENGINEER



Debi S. Calhoun
Subdivision Department

TBH/DSC
Cc: Dave Stroup – Fischer Development
Kevin Schwartzhoff – Dan Schulte Colerain Township

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Jenna LeCount, Planning Director

Resolution Declaring Nuisance and Ordering Abatement

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

Rationale:

Recommended 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 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 9th day of October, 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>
2665 Barthas	510-0061-0365-00
2820 Compton	510-0054-0267-00
10273 Chippenham	510-0043-0289-00
3153 Deshler	510-0052-0497-00
8108 Hollybrook	510-0072-0128-00
9818 Loralinda	510-0041-0022-00
3271 Orangeburg	510-0112-0161-00
2510 Pippin Court	510-0043-0445-00
6671 Schweitzerhoff	510-0350-0141-00
11616 Willowcrest	510-0014-0112-00

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 9th day of October, 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 9th day of October, 2018.

Heather E. Harlow
Colerain Township Fiscal Officer

PLANNING & ZONING

Department: Planning & Zoning

Department Head: Jenna LeCount, Planning Director

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

Recommend approval of a motion to appoint Ryan Manring to service on the Colerain Township Comprehensive Plan Land Use Committee.

Rationale:

Since the September Board of Trustees Meeting, Staff has received an application for the Pleasant Run Neighborhood Representative position on the Comprehensive Plan Land Use Committee. This applicant does meet the qualifications for one of the voting positions identified in the Comprehensive Plan Land Use Committee Bylaws as adopted by the Board of Trustees at their regular August 2018 Board Meeting.

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

Neighborhood Representative: Ryan Manring

The remainder of the committee includes the following individuals:

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

Trustee: Greg Insco (non-voting committee member)

Planning Director: Jenna LeCount (non-voting committee member)

ADMINISTRATION

Department: Administration

Department Head: Geoff Milz, Administrator

Motion to Appoint Members of the Financial Advisory Committee

Recommend a motion to appoint Christine Henson, David Fogelsong, Joe Schwerling, Scott Barbee and Bruce Peirano as voting members of the Financial Advisory Committee and Heather Harlow, Geoff Milz, Jeff Weckbach and Emily Randolph as non-voting members.

Rationale:

The bylaws of the Financial Advisory Committee state that:

(a) The FAC shall consist of five voting members and four non-voting members

(i) Voting Members:

- 1) One Member appointed by each of the three trustees
- 2) One Member appointed by unanimous vote of the three trustees
- 3) One Member appointed by the Township Administrator

(ii) Non-Voting Members:

- 1) Township Fiscal Officer
- 2) Township Administrator
- 3) Assistant Township Administrator
- 4) Finance Director

The Township received 7 applications for the Financial Advisory Committee:

- Bernie Fiedeldey
- Bruce Peirano
- Christine Henson
- David Fogelsong
- Joe Schwerling
- Linda Gauggel
- Scott Barbee

Mr. Unger selected Joe Schwierling, Mr. Rajagopal selected David Foggelsong, Mr. Insko selected Christine Henson, Mr. Milz selected Scott Barbee and Bruce Peirano was the candidate chosen by unanimous consent of the trustees.

ADMINISTRATION

Department: Administration

Department Head: Emily Randolph, Finance Director

Motion to approve Township Policy and Procedure Revision

Recommend approval of a motion to revise Township Procedure and Policy Article VIII. Insurance to include Section F. Cash Payment in Lieu of Benefits.

Rationale:

Effective August 1, 2017 the township offered a cash payment to employees who waived medical insurance offered by the Township. To qualify for the stipend, employees must certify that they have existing alternative insurance available to themselves through a spouse or other source. The objective is to mitigate healthcare expenses.

In September 12, 2017 the plan year revisions were presented, however this item was not included for approval. This revision will bring the Township in compliance with current practice.

VIII. INSURANCE

A. Medical Insurance.

1. The Township will provide medical insurance through a high deductible health plan to full-time employees with the township paying a percentage of the premium costs depending on whether employees choose Platinum or Gold Plan. Employees who choose Platinum Plan coverage will pay 20% of the coverage cost, while the Township will pay 80% of the premium costs. Employees who choose the Gold Plan are provided options that range from 0% to 30% employee contribution
2. Part-time Fire Department employees working more than 1500 hours and less than 2076 hours per year may participate in the Gold Plan coverage for the employee and/or the employee/children level of coverage. Spousal coverage isn't provided for part-time employees that are eligible for healthcare.

B. Health Savings Account.

1. On the first business day of the plan year, the Township will contribute to the Health Savings Account of all eligible full-time employees participating in the Medical Insurance program based on the following amounts:

a. Platinum Plan Coverage

- Employee \$1,000
- Employee/Spouse \$2,000
- Employee/Children \$2,000
- Family \$2,000

a. Gold Plan Coverage

1. Depending on employee contribution of premium costs

- Employee Only:
 - \$ 250 – Employee Contribution: 0% of premium
 - \$ 500 – Employee Contribution: 5% of premium
 - \$1,000 – Employee Contribution: 10% of premium
 - \$1,500 – Employee Contribution: 15% of premium
 - \$2,000 – Employee Contribution: 20% of premium
 - \$2,600 – Employee Contribution: 25% of premium
 - \$3,000 – Employee Contribution: 30% of premium

- Employee/Spouse/Child or Family:
 - \$ 500 – Employee Contribution: 0% of premium
 - \$1,000 – Employee Contribution: 5% of premium
 - \$2,000 – Employee Contribution: 10% of premium
 - \$3,000 – Employee Contribution: 15% of premium
 - \$4,000 – Employee Contribution: 20% of premium
 - \$5,200 – Employee Contribution: 25% of premium
 - \$6,000 – Employee Contribution: 30% of premium

2. Employees hired after the first business day of the plan year, the Township will make a prorated HSA contribution on behalf of the employee.
 - a. The prorated amount is determined by the months remaining in the plan year. Example: New employee hire date: 12/01/2017 would receive an HSA deposit of \$1,333.34 for “family” level of coverage. \$2,000 divided by 12 months x the months remaining in the plan.

C. Dental Insurance.

1. The Township will provide dental insurance to full-time employees with the township paying 80% of the premium costs.

D. Vision Insurance.

1. The Township will provide vision insurance full-time employees with the township paying 80% of the premium costs.

E. Life Insurance.

1. The Township will provide a group life insurance policy to all full-time employees with a face value of \$50,000.

F. Cash Payment in Lieu of Benefits.

Colerain Township currently offers a cash payment to employees in lieu of benefit elections in order to mitigate the overall costs to provide Health Insurance for Township employees. Employees who elect to not enroll in healthcare coverage will receive an annual stipend of \$2600 paid semi-monthly. In order to be eligible to receive this stipend, employees must certify that they have existing alternative insurance available to themselves through a spouse or other source. This section is intended to comply with all federal and state rules and regulations, specifically the Affordable Care Act and ORC 505.603.

ADMINISTRATION

Department: Administration

Department Head:

Motion to Establish 2018 Halloween Trick or Treat Hours

Recommend approval of a motion to set the hours for Halloween Trick or Treating in Colerain Township to be from 6 PM to 8 PM on October 31, 2018.

Rationale:

6 PM - 8 PM is a consistent time frame for trick or treating throughout the region.

ADMINISTRATION

Department: Administration

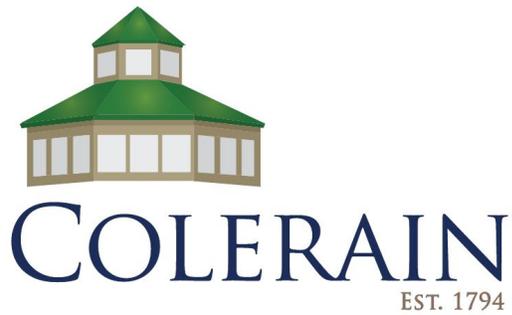
Department Head:

Motion to Issue a Request for Proposals for Legal Services

Recommend approval of a motion to issue a Request for Proposals for Legal Services.

Rationale:

The current three year term for contracted services with the Township's Law Director is set to end on December 8th of 2018. The Township is proposing to follow a Request for Proposal process to evaluate legal services for the next three years.



REQUEST FOR PROPOSALS (RFP)

LEGAL SERVICES for Colerain Township

Release Date:

Response Deadline:

4200 Springdale Road
Colerain Township, OH 45251

513-385-7500

**GUIDELINES AND INSTRUCTIONS
FOR REQUEST FOR PROPOSAL (RFP) FOR LEGAL SERVICES**

Colerain Township
4200 Springdale Road
Cincinnati, Ohio 45251
Phone: 513-385-7500

NOTICE TO RESPONDENTS

Colerain Township is soliciting proposals for legal services as Township's Law Director until, October 26, 2018.

All clarifying questions for this proposal should be direct to Geoff Milz, Township Administrator, via email at Gmilz@colerian.org. All questions should be submitted by October 19, 2018.

Six hard copy, signed proposals should be submitted to the Township to the attention of Geoff Milz, Administrator, Re: Legal Services RFP, at the address listed above not later than 1:00 p.m., October 26, 2018.

Respondents should be aware that any records they submit to the Township, or that are used by the Township may be public records. The Township will promptly disclose public records upon request unless a statute exempts them from disclosure. Respondents should also be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed.

GENERAL INFORMATION

The Administrator of Colerain Township, Hamilton County, Ohio invites attorneys/firms, who possess the capability, expertise, and experience to provide various legal services, to submit a response in accordance with the stated requirements.

The proposal must cover the following:

- a) General Duties & Responsibilities as Township Law Director
- b) Specific specialized services offered by the attorney/firm

The purpose of the request is to consider an attorney/firm to serve as Township Law Director with the backing and support of a team of attorneys that can provide a wide array of services in a timely manner. In general, the Township is looking for a firm that has experience in the following areas:

- General municipal laws
- Labor law
- Zoning laws
- Economic development laws
- Property/real estate law
- Resolution development and interpretation

RFP 2018

- Contract law
- Eminent Domain
- Trial activity
- Criminal Prosecution

All responders should be aware that the Township expects the firm/attorney to be present at meetings of the Board of Trustees, Housing Court, and other meetings/Boards as requested by the Township Administrator.

TIMELINES

- | | |
|------------------------------------|---|
| 1. Township Trustees RFP Approval: | October 9, 2018 |
| 2. Proposal Deadline: | 1:00 p.m. (local time) on October 26, 2018. |
| 3. Interview(s), if necessary: | November 13, 2018 |
| 4. Projected Township approval: | December 11, 2018. |

The township will not be responsible for proposals that are received after the 1:00 p.m. deadline on October 26, 2018.

Although the award may be effective December 11, 2018, actual transition (if applicable) will not take place until an adequate period of transition has occurred to ensure proper representation of all legal matters pending within the Township.

EVALUATION CRITERIA

Proposals will be evaluated by a selection Committee comprised of, but not limited to: Township Administrator, Assistant Township Administrator, and Finance Director.

The hourly fee for services will NOT be the sole determining factor in designating the attorney/firm. The Township understands that it is important to use a structured process that fairly compares different agencies based on a number of factors. The criteria for evaluating the proposals will be based upon a combination of the factors, including but not limited to the following:

1. Attorney/Firm Qualifications
2. Experience with Public Sector
3. Proximity to Colerain Township.
4. List of General & Specialized Services
5. Demonstrated Experience with Specialized Services
6. # of Attorneys Available to Colerain Township
7. Public Sector References

Colerain Township Trustees must still approve a final contract and vendor selection before the process is completed.

Proposal Format

All proposals shall be submitted in the following format. Failure to abide by this format may result in the disqualification of the submission.

It is requested that all proposals be submitted in the following format to expedite the review and selection process.

1. Cover Letter – A cover letter signed by an individual who is authorized to bind the firm on all matters pertaining to legal services.
2. Experience with Public Sector – A list of past and current public sector clients and specific legal services provided. This list should identify public sector clients that were represented within the past five years.
3. Location – Physical location of firm.
4. List of General & Specialized Services – A complete list of general and specialized services you are proposing or are capable of providing to Colerain Township.
5. Experience with Specialized Services – Provide specific case background for specialized services.
6. # of Attorneys Available to Colerain Township - Responses must provide resumes indicating the qualifications/certifications of all attorneys available to Colerain Township. Response shall also provide the specific attorney that will serve as Law Director for Colerain Township.
7. Public Sector References – A list of a minimum of three (3) public sector references with contact information.
8. Conflicts of Interest – Responses must disclose any conflicts of interest to their accepting an award of the contract with Colerain Township. If a conflict of interest exists, the manner in which said conflict of interest would be rectified, if said contract is awarded to the law firm.
9. Cost Proposal/Fee Structure – The response should clearly identify the hourly rate for services charged, the annual fee cap, and any other fees for the initial three (3) year agreement period. Respondents should attempt to complete Appendix A. This will allow the Township to easily compare responses. The Township would prefer for the awarded firm to be paid on a contractual basis. This can be structured as a direct hourly bill, retainer with hourly bill, or other alternative that has been successful with other public entities.
10. Sample Contract – A copy of sample agreement/contract for legal services. This will allow the Township to expedite the review/award process.

11. Other Information – A statement of any other pertinent information that should be known in order to effectively evaluate the proposal.

Terms and Conditions

Colerain Township reserves the right to reject any or all proposals, to award contracts in whole or in part, or to waive any informalities or irregularities in the submitted proposals. The Request for Proposal does not commit the Colerain Township to award a contract, to pay any costs incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies.

The ideal term of the agreement will be for a period of three years beginning approximately December 11, 2018 and may be renewed for two one-year terms upon agreement between Colerain Township and the law firm. Colerain Township reserves the right to terminate the agreement at any time upon written notice to the law firm.

APPENDIX A – COST SHEET

FEE STRUCTURE			
	2019	2020	2021
Hourly Rate			
Annual Fee Cap (if applicable)			
Hybrid Fee (General Work)			
Hybrid Fee (Specialized Work)			
Retainer Fee*			
Hourly Rate			

*Include a description of items included in the general retainer.

** Also please include a list of any/all specialized or itemized costs that the Township would be reasonably expected to incur.

CONSENT ITEMS

Department: Administration

Department Head: Geoff Milz, Administrator

Contract with Anthem for Dental Insurance

Recommend approval of all consent agenda items.

Rationale:

This contract provides dental insurance for our employees.

ANTHEM BLUE CROSS AND BLUE SHIELD

GROUP DENTAL PLAN CONTRACT SIGNATURE PAGE

GROUP SUBSCRIBER: COLERAIN TOWNSHIP

CONTRACT NO: W40580 CONTRACT DATE: August 1, 2018 CONTRACT TERM: 24 Months

Anthem Blue Cross and Blue Shield (hereinafter Anthem) and the above named Group Subscriber, in consideration of the mutual agreements and undertakings set forth in the Contract Documents hereby agree as follows:

1. That this Group Dental Plan Contract (hereinafter the Contract) shall be effective as of the Contract Date set forth above; and,
2. That this Contract shall consist of this Signature Page, Contract Sections 1-13, the Dental Contract Application, the individual member enrollment forms submitted in connection with this Contract, and the following documents attached hereto and incorporated herein by reference:

Exhibit A: Dental Certificate of Coverage for Colerain Township

In witness whereof, Anthem has caused this Contract to be signed by its authorized representative on the date set forth on the Dental Contract Application and this Signature Page.

AUTHORIZED SIGNATURES

ANTHEM BLUE CROSS AND BLUE SHIELD

GROUP SUBSCRIBER

BY:



BY:



TITLE: President, Anthem Blue Cross and Blue Shield in Ohio

TITLE: Twp. Administrator

DATE: August 24, 2018

DATE: 9.13.18

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**Community Insurance Company
1351 William H. Taft Road
Cincinnati, OH 45206**

DeCare Dental Health International, L.L.C. is a separate company that provides dental benefit management services on behalf of Anthem Blue Cross and Blue Shield.

NOTICE: If you or your family members are covered by more than one health care plan, you may not be able to collect benefits from both plans. Each plan may require you to follow its rules or use specific doctors and hospitals, and it may be impossible to comply with both plans at the same time. Read all of the rules very carefully, including the Coordination of Benefits section, and compare them with the rules of any other plan that covers you or your family.

ANTHEM BLUE CROSS AND BLUE SHIELD

GROUP DENTAL PLAN CONTRACT

SECTION 1
Declarations

1.01 GROUP SUBSCRIBER PAYMENTS:

(A) The monthly payment required by the Group Subscriber to be made to Anthem shall be as follows:

Eligible Employee:	<u>\$20.44</u> per month
Eligible Employee + Spouse:	<u>\$64.48</u> per month
Eligible Employee + Child(ren):	<u>\$64.48</u> per month
Family:	<u>\$64.48</u> per month

(B) ENROLLMENT REQUIREMENTS:

The monthly rates specified in paragraph 1.01(A) of this Declarations page are predicated upon the continued enrollment during the Contract Term or any renewals or extensions thereof, of at least the same number of the Group's Eligible Employees and Eligible Dependents as were originally enrolled with this contract on August 1, 2018.

1.02 OPEN ENROLLMENT

The Open Enrollment under this Contract shall be held annually.

SECTION 2
Definitions

The following terms, words and phrases shall, for purposes of this Contract be defined as follows:

- 2.01 **"Attending Dentist Statement" or "Claim Form"** The written document required to be submitted to Anthem to substantiate any claim under this Contract for dental care and treatment performed or to be performed on a Member.
- 2.02 **"Census Data"** Among other things, the number of enrolled full-time employees of the Group Subscriber, the number of Dependents of the full time employees of the Group Subscriber, their respective ages, sex, marital status, social security numbers and other similar items and such information as Anthem deems necessary for actuarial purposes and compliance with applicable state or federal laws.
- 2.03 **"Continuation of Coverage Qualifying Event"** The happening of certain events such as employment termination, divorce, death of an eligible employee and other events specified in the Certificates of Coverage ("Continuation of Coverage") the occurrence of which may entitle an eligible employee and his or her eligible dependents to continue coverage under this contract.
- 2.04 **"Contract Date"** The date set forth on the Signature Page upon which this Contract becomes effective.
- 2.05 **"Contract Documents"** All written documents comprising this Contract between the Group Subscriber and Anthem including the Signature Page and the other documents listed and described on the Signature Page and any amendments or addendums to this Contract entered into and signed by the Group Subscriber and Anthem on or after the Contract Date.
- 2.06 **"Contract Term"** The period of time set forth on the Signature Page which specifies the length or duration of this Contract.

- 2.07 **“Coverage Year”** The 12 month period of time as set forth on the Signature Page during which applicable Contract deductibles and maximums will apply for each Member.
- 2.08 **“Dental Service,” “Dental Services,” and “Dental Procedures”** The providing of dental care or treatment by a Dentist to a Member while this Contract is in effect provided that such care or treatment is recognized by Anthem as a generally accepted form of care or treatment according to prevailing standards of dental practice.
- 2.09 **“Dentist”** A doctor of dentistry duly licensed and registered to practice the profession of dentistry and whose license is in good standing with the appropriate licensing or governing body of the State of Ohio, any other state of the United States, a territory of the United States, a foreign country or other similar jurisdiction.
- 2.10 **“Member”** An eligible employee, subscriber or dependent who has satisfied the eligibility conditions, applied for coverage, been approved by the plan and for whom premium has been made.
- 2.11 **“Group Dental Plan Contract,” “This Contract” and “Contract”** The written agreement between the Group Subscriber and Anthem consisting of the Signature Page and those additional Contract Documents listed and described on the Signature Page.
- 2.12 **“Group Subscriber”** The party to this Group Dental Plan Contract with Anthem identified as such on the Signature Page.
- 2.13 **“Group Subscriber Payments”** The payment obligation of the Group Subscriber as specified in Section 1.01(A) with respect to the various categories of individual rates or as referenced in Section 3.04, the total payment obligation of the Group Subscriber.
- 2.14 **“Open Enrollment”** The period of time or dates set forth in Section 1 during which an eligible employee may elect, while this Contract is in effect, to add coverage under this Contract for his or herself, or his or her Dependents, as provided for in paragraph 1.02.
- 2.15 **“Pretreatment Estimate”** A written plan of dental treatment and proposed fees submitted by a Dentist to Anthem for benefit determination prior to commencing the treatment.
- 2.16 **“Material Deviation”** A fluctuation or change in the Census Data or a change in the percentages specified in Section 1.01(B) which in the judgment of Anthem is significant so as to alter the underlying actuarial assumptions or data used to determine the Group Subscriber Payments applicable for the current contract year.

SECTION 3

General Terms

- 3.01 **Purpose:**
To set forth in writing the obligations between the Group Subscriber and Anthem and to define the contractual benefits for Dental Procedures performed by Dentists on Members while this Contract is in effect.
- 3.02 **Effective Date:**
This Contract takes effect on the Contract Date as shown on the Signature Page and all contract years and months will be determined by reference to the Contract Date. This Contract will continue in effect for the Contract term specified on the Signature Page unless terminated pursuant to Section 4.

3.03 **Contract Renewal:**

This Contract will automatically renew upon expiration of the Contract Term for successive Contract Terms subject to the right of either Anthem or the Group Subscriber to modify the Contract Term length, terminate or elect not to renew as hereinafter provided. All renewals will be subject to any amendments to this Contract mutually agreed upon by Anthem and the Group Subscriber. If either Anthem or the Group Subscriber elects as of any contract renewal date not to renew this Contract for a succeeding Contract Term, notice of such election shall be given to the other party in writing at least thirty (30) days prior to such renewal date or at least fifteen (15) days prior to such renewal date by the Group Subscriber if Anthem has proposed a rate increase.

3.04 **Payment Determination and Remittance:**

- A. The Group Subscriber Payments specified in Section 1, paragraph 1.01(A) which are applicable as of the Contract Date shall apply throughout the initial Contract Term beginning with the effective date of this Contract. Anthem reserves the right to change the Group Subscriber Payments applicable to any succeeding Contract Term after expiration of the initial Contract Term. For each Contract Term subsequent to the initial Contract Term the Group Subscriber Payments shall be such amounts as are determined solely by Anthem. Anthem shall not increase the Group Subscriber Payments unless it gives written notice of any such increase to the Group Subscriber at least sixty (60) days prior to the renewal date on which a subsequent Contract Term commences.
- B. The Group Subscriber Payments provided for in paragraph 1.01(A) shall, notwithstanding anything in this Contract or amendment(s) or addendum(s) to the contrary, be automatically increased by the amount of any tax, levy, excise tax, income tax or other similar charge of any kind made or imposed on Anthem by the government of the United States, any state or political subdivision or agency thereof. The amount of such additional charge shall be determined solely by Anthem and shall be automatically added to the amount of the Group Subscriber payments to be paid each month by the Group Subscriber effective as of the date of notification of same by Anthem.
- C. If Material Deviation occurs with respect to the Census Data obtained by Anthem from the Group Subscriber and used by Anthem to determine the Group Subscriber Payments applicable for the Contract Term or any subsequent Contract Terms or extensions thereof, or, if during the Contract Term or any renewal or extension thereof, enrollment of the Group Subscriber's employees or the employee's Dependents falls below the minimum specified percentages set forth in Section 1, paragraph 1.01(B) of the Contract, Anthem may give thirty (30) days written notice at its option of termination of the Contract or of an increase in the then applicable Group Subscriber Payments; or, reduction in coverage or a combination thereof, to be effective as of the first day of the calendar month specified by Anthem in such written notice.
- D. If this Contract ceases to be effective for any reason and Anthem and the Group Subscriber desire to continue coverage until completion of negotiations and signing of a new or renewal Contract between Anthem and the Group Subscriber or, if the parties specifically agree in writing to continue coverage as provided for in the Contract, or if the Group Subscriber continues to make the Group Subscriber Payments after a contract termination and Anthem in its sole discretion decides to accept such Group Subscriber Payments and notifies the Group Subscriber in writing at any time after termination of the Contract; then, in such event, the last Contract in effect between Anthem and the Group Subscriber shall continue in force on an interim month-to-month basis except that the Group Subscriber Payments to be made shall be in an amount equal to the actual claims incurred by Anthem under this Contract plus an administrative fee as compensation for administration of the dental program, with such administrative fee amount to be agreed upon in writing between Anthem and the Group Subscriber. At Anthem's option, the Claim Payments shall be made in advance by the Group Subscriber on a month-to-month basis to Anthem based upon Anthem's estimate and thereafter adjusted monthly after computation by Anthem of the actual amount of monthly claims incurred.

SECTION 4

Contract Termination

- 4.01 **By the Group Subscriber. This Contract may be terminated by the Group Subscriber:**
- A. By written notice received by Anthem at least fifteen (15) days prior to the expiration of the Contract Term specified on the Signature Page of this Contract in the event Anthem has proposed a rate increase for renewal as specified in Section 3, paragraph 3.04(A).
 - B. Upon written notice received by Anthem within fifteen (15) days of Anthem's notice of a proposed rate increase as a result of Material Deviation in the Census Data under paragraph 3.04(C).
 - C. With respect to an interim month-to-month Contract referenced in Section 3, paragraph 3.04(D) upon written notice received by Anthem at least thirty (30) days prior to the effective date of such termination.
 - D. Upon advance written notice received by Anthem at least thirty (30) days prior to the expiration of a Contract Term or any renewal or extension thereof.
 - E. In the event of termination by the Group Subscriber for any reason other than as specified in Sections 4.01(A) to 4.01(D), the Group Subscriber agrees to pay the Group Subscriber Payments applicable from the beginning of the current Contract Term to the date of termination or the amount of claims incurred during the period beginning on the date of the current Contract Term and ending on the date of termination plus twenty-five percent (25%) of the amount of such claims incurred, whichever is greater, less amounts actually paid by the Group Subscriber to Anthem during the Contract Term as determined by Anthem.
- 4.02 **By Anthem:**
- A. Upon the failure of the Group Subscriber to remit or otherwise pay to Anthem any Group Subscriber Payment referenced in Section 1.01 and required under this Contract, by the end of the calendar month in which such amount was billed. Termination under this provision by Anthem shall be effective on the last date through which the Group Subscriber has paid the applicable Group Subscriber Payments.
 - B. Upon thirty (30) days prior written notice to the Group Subscriber in the event a Material Deviation in the Census Data has occurred as provided in Section 3, paragraph 3.04(C) of the Contract.
 - C. With respect to an interim month-to-month Contract as provided in Section 3, paragraph 3.04(D), upon written notice received by the Group Subscriber at least thirty (30) days prior to the effective date of such termination.
 - D. Upon thirty (30) days advance written notice by Anthem to the Group Subscriber prior to the end of any Contract Term or renewal or extension thereof.
 - E. Upon the expiration of the grace period provided under Section 5, paragraph 5.01 of this Contract by written notice given by Anthem to the Group Subscriber at any time after the expiration of such grace period.
- 4.03 By the mutual written consent of Anthem and the Group Subscriber.

SECTION 5

Grace Period

- 5.01 The Group Subscriber shall have a grace period of thirty-one (31) days following the due date of each Group Subscriber Payment during which applicable Group Subscriber Payments may be made to continue this Contract in effect. There shall be no grace period after the date this Contract has been terminated by either Anthem or the Group Subscriber for any reason. This Contract, it shall remain in full force and effect during such grace period, provided however, the Group Subscriber shall remain fully liable and shall be responsible to Anthem for all Group Subscriber Payments accruing or becoming due during any such grace period or, in the event of the failure of the Group Subscriber to make the applicable

Group Subscriber Payments during the grace period and, upon termination, for an amount which would otherwise be due from the Group Subscriber to Anthem as if the Contract relationship between Anthem and the Group Subscriber during the grace period had been on an interim month-to-month basis as specified in Section 3, paragraph 3.04(D) of this Contract.

**SECTION 6
Clerical Error**

6.01 The coverage of any person who would otherwise qualify as a Member under this Contract but for the existence of clerical error shall not be prejudiced through such clerical error on the part of either the Group Subscriber or Anthem. However, if such clerical errors are discovered to have resulted in a reduction or nonpayment of applicable Group Subscriber Payments to Anthem which would otherwise have been payable, remittance of such Group Subscriber Payments shall be made by the Group Subscriber to Anthem and conversely, if such clerical error is found to have resulted in an overpayment by the Group Subscriber to Anthem, adjustment of such overpayment shall be made by Anthem where applicable. Anthem shall not be required to accept retroactive notification of eligibility changes submitted by the Group Subscriber to Anthem more than sixty (60) days after the effective date of such coverage.

**SECTION 7
Retroactive Enrollment**

7.01 Anthem shall not be required to accept retroactive notification of eligibility changes submitted by the Group Subscriber to Anthem more than ninety (90) days after the effective date of such change.

**SECTION 8
Continuation of Coverage**

8.01 Each eligible employee and each eligible dependent may continue this coverage if current coverage ends because of the qualifying events as listed in the Certificate of Coverage. Each person who desires to continue coverage must be covered before the qualifying event occurs in order to continue coverage. In all cases, continuation of coverage ends if the group contract ends or the required charges are not paid when due. See the Certificate of Coverage for a list of qualifying events, persons eligible for Continuation and maximum continuation periods.

**SECTION 9
Further Responsibility Accepted by the Parties**

9.01 **The Group Subscriber agrees:**

- A. To furnish Anthem with Census Data in a format supplied by Anthem.
- B. To provide information to all of its eligible employees as to the existence and terms of this Contract and to distribute to eligible employees Anthem's standard Certificate of Coverage as prepared or approved by Anthem.
- C. To notify Members of their responsibility to:
 - 1. Notify their Dentist at the time of their first appointment that they are covered under this Contract;
 - 2. To provide their Dentist with their group identification number and the eligible employee's social security number;
- D. To require Members to furnish notice of claims and submit claim forms as required by Anthem in the event the Dentist fails or refuses to submit the required claim forms to Anthem.
- E. To permit Anthem (upon reasonable notice) to inspect the records of the Group Subscriber in order to verify the accuracy of the Census Data and Group Subscriber Payments provided or submitted to Anthem.

- F. To furnish notification of all persons electing Continued Coverage under Section 8, including Census Data, the dates of their elections, projected termination dates and, if applicable, the social security number of the eligible employee who previously entitled that person to coverage as a "Member" prior to the occurrence of a qualifying event.

9.02 **Anthem agrees:**

- A. When a Pretreatment Estimate is submitted prior to rendition of dental care and treatment, to advise the Dentist of the estimated amount of allowable fees and payment pursuant to the submitted Pretreatment Estimate; and to review to the extent deemed necessary and appropriate by Anthem in order to ascertain the extent to which the submission of Pretreatment Estimates provides covered benefits.
- B. To pay on receipt of the Claim Form to the Member, that part of the allowable fee for completed dental care and treatment based on the benefits to which the Member is entitled under this Contract.
- C. To make periodic sample reviews, when deemed necessary and advisable by Anthem of the claim forms and Pretreatment Estimates for which benefits have been paid or approved under this Contract in order to ascertain whether the allowance of benefits under this Contract are considered generally accepted forms of dental care and treatment and are prevailing standards of dental practice.
- D. To coordinate the benefits payable under this Contract when required.
- E. To furnish the Group Subscriber with Anthem's descriptive brochure or standard Certificate of Coverage as prepared and approved by Anthem which outlines the benefits payable to the Member and the eligibility provisions of the eligible employee and eligible employee's Dependents.
- F. To furnish upon request, to any Group Subscriber who employed an average of at least 100 individuals who were Members, Subscribers or enrollees on business days during the preceding twelve (12)-month period, with a complete record of the Group Subscriber's claims experience incurred under the Group Dental Contract. This record shall include all claims incurred for the lesser of (i) the period of time since the Contract was issued or issued for delivery or (ii) the period of time since the Contract was last renewed, reissued or extended. This record shall be made available promptly to the Group Subscriber upon request made not less than 30 days prior to the date upon which premiums or contractual terms of the Contract may be amended. Nothing in this section shall require the disclosure of personal or privileged information about an individual that is protected from disclosure under applicable State or Federal Law or regulation. The Group Subscriber will not be required to pay for such information requested.

9.03 **The Group Subscriber and Anthem agree:**

- A. That neither the Group Subscriber or Anthem, nor their employees or agents, shall be liable for any act or omission by a Dentist, his employees or agents, or any person performing dental or other professional services under this Contract and no benefits of any kind shall be payable under this Contract for retreatment or additional treatment necessary to correct or relieve the results of previous treatment.
- B. All material published or distributed concerning this Contract shall be approved by Anthem prior to publication and distribution.
 - 1. In the event an employee's claim for benefits under the plan is denied, Anthem shall furnish the Member a notice setting forth the specific reason for such denial;
 - 2. Anthem agrees, upon request, to afford a reasonable opportunity to any Member, whose claim for benefits has been denied, for a full and fair review by an appropriate individual or committee of Anthem.

This section, however, shall not be construed to be a designation by the Group Subscriber, plan or trustees of the Group Subscriber, nor an acceptance or admission by Anthem, that Anthem is a fiduciary or a plan administrator and this paragraph is provided in the Contract as an assistance to the Group Subscriber to provide in this plan for notices to Members of denial of claims and to provide in this plan for review of such denials.

- C. EVERY MEMBER SHALL HAVE AT ALL TIMES FREE CHOICE OF THE DOCTOR OF DENTISTRY WHO IS TO TREAT HIM OR HER AND SUCH RIGHT SHALL BE PROMINENTLY PRINTED IN THE DESCRIPTIVE BROCHURE OR CERTIFICATE OF COVERAGE REQUIRED PURSUANT TO SECTION 9.01(B), HEREOF.
- D. In the event of conflict between this Contract and the descriptive brochure or Certificate of Coverage this Contract shall prevail.
- E. That if any portion of this Contract, or any amendment thereof, should be determined by an arbitrator, or court of competent jurisdiction, to be illegal, void or unenforceable, such determination shall not abrogate any other portion hereof.
- F. Anthem may not make any benefit allowances under this Contract unless a Claim Form containing the information required by Anthem has been submitted within twelve (12) months after the time such dental care and treatment is performed. Failure to furnish such proof of loss within this 12-month period shall not invalidate any claims if it was not reasonably possible to file such claim within that time period. No cause of action at law or equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.
- G. No representation by the Group Subscriber, its agents or employees except for the Census Data provided to Anthem, shall void the Contract or be used in legal proceedings hereunder, unless such representation is included in or attached to this Contract. No agent or representative of Anthem, other than an officer of the corporation is authorized to alter or change this Contract, or amend or waive any of its provisions and then only in the form of a written amendment hereto signed by an officer of Anthem and by an authorized representative of the Group Subscriber.
- H. Benefits and benefit allowances shall be determined in accordance with the terms and conditions outlined in the Certificate of Coverage and this Contract. Anthem maintains the final, binding discretionary authority with regard to payment of any dental claims.

SECTION 10

Claim and Appeal Procedures

Initial Claim Determinations

All claims should be submitted within 12 months of the date of service. An initial benefit determination on the claim will be made within thirty (30) days after receipt of the claim. The Member will receive written notification of this benefit determination. The thirty (30)-day period may be extended for an additional fifteen (15) days if the claim determination is delayed for reasons beyond Anthem's control. In that case, Anthem will notify the Member prior to the expiration of the initial thirty (30)-day period of the circumstances requiring an extension and the date by which Anthem expects to render a decision. If the extension is necessary to obtain additional information from the Member, the notice will describe the specific information Anthem needs, and the Member will have forty-five (45) days from the receipt of the notice to provide the information. Without complete information, the Member's claim will be denied.

Appeals

In the event that Anthem denies a claim in whole or in part, the Member has a right to a full and fair review. The Member's request to review a claim must be in writing and submitted within one hundred eighty (180) days from the claim denial. Anthem will make a benefit determination within 60 days following receipt of the Member's appeal.

The Member's appeal must include their name, their identification number, group number, claim number, and dentist's name as shown on the explanation of benefits. Appeals should be sent to the address shown on the explanation of benefits.

The Member may submit written comments, documents, or other information in support of their appeal. The Member will also be provided, upon request and free of charge, reasonable access to and copies of all relevant records used in making the decision. The review will take into account all information regarding the denied or reduced claim (whether or not presented or available at the initial determination) and the initial determination will not be given any weight.

The review will be conducted by someone different from the original decision-makers and without deference to any prior decision. Because all benefit determinations are based on a preset schedule of dental services eligible under the plan, claims are not reviewed to determine dental necessity or appropriateness. In all cases where professional judgment is required to determine if a procedure is covered under the plan's schedule of benefits, Anthem will consult with a dental professional who has appropriate training and experience. In such a case, this professional will not be the same individual whose advice was obtained in connection with the initial adverse benefit determination (nor a subordinate of any such individual). In addition, Anthem will identify any dental professional whose advice was obtained on their behalf, without regard to whether the advice was relied upon in making the benefit determination. If, after review, Anthem continues to deny the claim, the Member will be notified in writing.

To the extent your plan is covered by ERISA, after the Member has exhausted all appeals, they may file a civil action under section 502(a) of ERISA.

Authorized Representative

The Member may authorize another person to represent them and with whom they want Anthem to communicate regarding specific claims or an appeal. However, no authorization is required for the Member's treating dentist to make a claim or appeal on their behalf. The authorization form must be in writing, signed by the Member, and include all the information required in Anthem's Authorized Representative form. This form is available on Anthem's web site or by calling Customer Service. The Member may revoke the authorized representative at any time, and can authorize only one person as their representative at a time.

SECTION 11

Member's Financial Obligations

The Member is responsible for all treatment charges made by the non-participating Dentist and, upon treatment by a non-participating Dentist, Anthem will pay up to the allowable benefits under this Contract to the Member directly.

SECTION 12

Coordination of Benefits (COB)

This Coordination of Benefits ("COB") provision applies when a person has dental care coverage under more than one Plan. Plan is defined below.

The order of benefit determination rules govern the order in which each Plan will pay a claim for benefits. The Plan that pays first is called the Primary plan. The Primary plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary plan is the Secondary plan.

The Secondary plan may reduce the benefits it pays so that payments from all Plans do not exceed 100% of the total Allowable expense.

Definitions

- A Plan is any of the following that provides benefits or services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same plan and there is no COB among those separate contracts.
 1. Plan includes: group and non group insurance contracts, health insuring corporation (“HIC”) contracts, closed panel plans or other forms of group or group-type coverage (whether insured or uninsured); medical care components of long-term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
 2. Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; supplemental coverage as described in Revised Code sections 3923.37 and 1751.56; school accident type coverage; benefits for non-medical components of long-term care policies; Medicare supplement policies; Medicaid policies; or coverage under other federal governmental plans, unless permitted by law.

Each contract for coverage under (1) or (2) is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

- This plan means, in a COB provision, the part of the contract providing the dental care benefits to which the COB provision applies and which may be reduced because of the benefits of other plans. Any other part of the contract providing dental care benefits is separate from this plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.
- The order of benefit determination rules determine whether This plan is a Primary plan or Secondary plan when the person has dental care coverage under more than one Plan. When This plan is primary, it determines payment for its benefits first before those of any other Plan without considering any other Plan’s benefits. When This plan is secondary, it determines its benefits after those of another Plan and may reduce the benefits it pays so that all Plan benefits do not exceed 100% of the total Allowable expense.
- Allowable expense is a dental care expense, including Deductibles, Coinsurance and Copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of services, the reasonable cash value of each service will be considered an Allowable expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a Member is not an Allowable expense.

The following are examples of expenses that are not Allowable expenses:

1. If a person is covered by 2 or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount in excess of the highest reimbursement amount for a specific benefit is not an Allowable expense.
2. If a person is covered by 2 or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable expense.

3. If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary plan's payment arrangement shall be the Allowable expense for all Plans. However, if the provider has contracted with the Secondary plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the Primary plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable expense used by the Secondary plan to determine its benefits.
 4. The amount of any benefit reduction by the Primary plan because a Member has failed to comply with the Plan provisions is not an Allowable expense. Examples of these types of plan provisions include second surgical opinions, precertification of dental services, and preferred provider arrangements.
- Closed panel plan is a Plan that provides dental care benefits to Members primarily in the form of services through a panel of providers which have contracted with or are employed by the Plan, and that excludes coverage for services provided by other providers, except in cases of emergency or referral by a panel member.
 - Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

Order of Benefit Determination Rules

When a person is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

- A. The Primary plan pays or provides its benefits according to its terms of coverage and without regard to the benefits of under any other Plan.
- B. (1) Except as provided in Paragraph (2), a Plan that does not contain a coordination of benefits provision that is consistent with this regulation is always primary unless the provisions of both Plans state that the complying plan is primary.

(2) Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage shall be excess to any other parts of the Plan provided by the contract holder. Examples of these types of situations are insurance type coverages that are written in connection with a Closed panel plan to provide out-of-network benefits.
- C. A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.
- D. Each Plan determines its order of benefits using the first of the following rules that apply:
 - (1) Non-Dependent or Dependent. The Plan that covers the person other than as a dependent, for example as an employee, member, policyholder, subscriber or retiree is the Primary plan and the Plan that covers the person as a dependent is the Secondary plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a dependent, and primary to the Plan covering the person as other than a dependent (e.g. a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as an employee, member, policyholder, subscriber or retiree is the Secondary plan and the other Plan is the Primary plan.

- (2) Dependent child covered under more than one plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Plan the order of benefits is determined as follows:
- (a) For a dependent child whose parents are married or are living together, whether or not they have ever been married:
- The Plan of the parent whose birthday falls earlier in the calendar year is the Primary plan; or
 - If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary plan.
 - However, if one spouse's plan has some other coordination rule (for example, a "gender rule" which says the father's plan is always primary), We will follow the rules of that plan.
- (b) For a dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
- (i) If a court decree states that one of the parents is responsible for the dependent child's dental care expenses or dental care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to plan years commencing after the Plan is given notice of the court decree;
- (ii) If a court decree states that both parents are responsible for the dependent child's dental care expenses or dental care coverage, the provisions of Subparagraph (a) above shall determine the order of benefits;
- (iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the dental care expenses or dental care coverage of the dependent child, the provisions of Subparagraph (a) above shall determine the order of benefits; or
- (iv) If there is no court decree allocating responsibility for the dependent child's dental care expenses or dental care coverage, the order of benefits for the child are as follows:
- The Plan covering the Custodial parent;
 - The Plan covering the spouse of the Custodial parent;
 - The Plan covering the non-custodial parent; and then
 - The Plan covering the spouse of the non-custodial parent.
- (c) For a dependent child covered under more than one Plan of individuals who are not the parents of the child, the provisions of Subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.
- (3) Active employee or retired or laid-off employee. The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary plan. The Plan covering that same person as a retired or laid-off employee is the Secondary plan. The same would hold true if a person is a dependent of an active employee and that same person is a dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.
- (4) COBRA or state continuation coverage. If a person whose coverage is provided pursuant to COBRA or under a right of continuation provided by state or other federal law is covered under another Plan, the Plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the Primary plan and the COBRA or state or other federal continuation coverage is the Secondary plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D(1) can determine the order of benefits.

- (5) Longer or shorter length of coverage. The Plan that covered the person as an employee, member, policyholder, subscriber or retiree longer is the Primary plan and the Plan that covered the person the shorter period of time is the Secondary plan.
- (6) If the preceding rules do not determine the order of benefits, the Allowable expenses shall be shared equally between the Plans meeting the definition of Plan. In addition, This plan will not pay more than it would have paid had it been the Primary plan.

Effect On The Benefits Of This Plan

- When This plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a plan year are not more than the total Allowable expenses. In determining the amount to be paid for any claim, the Secondary plan will calculate the benefits it would have paid in the absence of other dental care coverage and apply that calculated amount to any Allowable expense under its Plan that is unpaid by the Primary plan. The Secondary plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable expense for that claim. In addition, the Secondary plan shall credit to its plan deductible any amounts it would have credited to its deductible in the absence of other dental care coverage.
- If a Member is enrolled in two or more Closed panel plans and if, for any reason, including the provision of service by a non-panel provider, benefits are not payable by one Closed panel plan, COB shall not apply between that Plan and other Closed panel plans.

Right to Receive and Release Needed Information

Certain facts about dental care coverage and services are needed to apply these COB rules and to determine benefits payable under This plan and other Plans. We may get the facts We need from them or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This plan and other Plans covering the person claiming benefits. We need not tell, or get the consent of, any person to do this. Each person claiming benefits under This plan must give Us any facts it needs to apply those rules and determine benefits payable.

Facility of Payment

A payment made under another Plan may include an amount that should have been paid under This plan. If it does, We may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under This plan. We will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of services.

Right of Recovery

If the amount of the payments made by Us is more than We should have paid under this COB provision, We may recover the excess from one or more of the persons We paid or for whom We had paid, or any other person or organization that may be responsible for the benefits or services provided for the Member. The "amount of the payments made" includes the reasonable cash value of any benefits provided in the form of services.

Coordination Disputes

If you believe that We have not paid a claim properly, you should first attempt to resolve the problem by contacting Us. Follow the steps described in the "Complaint and Appeals Procedures" section of the Certificate. If you are still not satisfied, you may call the Ohio Department of Insurance for instructions on filing a consumer complaint. Call 1-800-686-1526, or visit the Department's website at <http://insurance.ohio.gov>.

SECTION 13
Miscellaneous

13.01 Confidentiality

Anthem shall maintain in confidence all claims for benefits, dental care reports, benefit payments and other records and reports obtained or generated in connection with performing its services under this agreement, and shall not reveal, without the Group Subscriber's consent, any such information except to the individuals or entities directly affected thereby that have demonstrated a need to know or as may be required by law or legal process.

13.02 Regulatory Compliance

Anthem agrees to comply with all federal, state and local laws, ordinances, rules, regulations and executive orders, especially pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

13.03 Governing Law and Legal Proceedings

Any questions, complaints, disputes or litigation arising from or concerning this Contract shall be governed by the laws of the State of Ohio except as they may be subject to federal law (including ERISA, the Employee Retirement Income Security Act of 1974).

No proceedings to obtain benefits under the Contract may be brought against Anthem until the expiration of 60 days after proper written proof of loss and any other documentation necessary to establish what benefits are due under the provisions of the Contract have been received by Anthem. No proceedings may be brought more than three (3) years after proof is required to be filed.

13.04 Fraud and Abuse Prevention and Detection

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent act, which is a crime and subjects such person to criminal and civil penalties.

13.05 Entire Contract

This Contract along with any attachments referenced herein and any documents incorporated by reference herein represent the entire Contract between the parties concerning the subject matter hereof. The terms and conditions of this Contract supersede any prior verbal or written communications.

13.06 Contract Documents

All written documents comprising this Contract between the Group Subscriber and Anthem including the Signature Page and the other documents listed and described on the Signature Page, any amendments or addendums to this Contract entered into and signed by the Group Subscriber and Anthem on or after the Contract Date. No change in the Contract or Dental Contract Application is valid unless approved by an executive officer of the Group Subscriber. Such approval must be signed by the officer and attached to the Contract. No broker, agent or producer can change or waive any provisions of the entire contract or any of the requirements.

13.07 Conformity with Statutes

Any provision of the Contract that is in conflict with the statutes of the jurisdiction in which the Group Subscriber is located on such date is hereby amended to conform to the minimum requirements of such statutes.

13.08 Incontestability

All statements made by a Member will, in the absence of fraud, be deemed representations and not warranties. No such statement will be used in defense of any misstatement or omission of information made on the Member's application form or on any other materials on which Anthem relied to issue, change or increase coverage. Any misstatement or omission will be considered a misrepresentation and may be the basis of later rescission of coverage. After coverage for a Member has been in force for two years during the Member's lifetime, Anthem does not have the right to contest that coverage, except for fraud or non-payment of premiums.

13.09 When Benefits are Paid

Anthem or the administrator will make payment promptly upon receipt of due written proof of loss. Payment shall be made directly to the Member. If the Member is deceased, or in the opinion of Anthem is incapable of giving a valid receipt for payment, and if no claim has been made by making payment to either (1) the person who actually incurred the loss for which payment is due; or (2) the Member's surviving relative. Such payment shall discharge Anthem from all further liability to the extent of the payment made.

13.10 Physical Examinations and Autopsy

Anthem shall have the right to: (1) examine any Member for whom a claim is made when and as often as may be reasonably required during the pendency of a claim; and (2) perform an autopsy on any Member where it is not otherwise prohibited by law.

13.11 Assignment

This Contract may not be assigned by either the Group Subscriber or Anthem without prior written consent received from the other party.

13.12 Binding Effect

This Contract is binding upon, and shall inure to the benefit of each of the parties and their successors and permitted assigns.

13.13 Survival of Terms

Termination or expiration of this Contract shall not affect the Group Subscriber's obligation to pay any amount due under this Contract. Additionally, any term or condition of this Contract which is clearly intended to continue after termination or expiration shall survive for the period of time necessary to give it its intended effect.

13.14 Acknowledgement of Understanding

By accepting this Contract, you expressly acknowledge your understanding that this Contract constitutes a benefit plan provided by Anthem, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans. The license permits Anthem to use the Blue Cross and Blue Shield services marks in the State of Ohio. Anthem is not contracting as the agent of the Blue Cross and Blue Shield Association. You also acknowledge that you have not accepted this Contract based upon representations by any person other than Anthem, and that no person, entity or organization other than Anthem will be held accountable or liable to you for any of Anthem's obligations created under this Contract. These acknowledgements in no way create any additional obligations whatsoever on the part of Anthem other than those set forth in this Contract.

Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

You have the right to get this information and help in your language for free. Call the Member Services number on your ID card for help. (TTY/TDD: 711)

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

Spanish

Tiene el derecho de obtener esta información y ayuda en su idioma en forma gratuita. Llame al número de Servicios para Miembros que figura en su tarjeta de identificación para obtener ayuda. (TTY/TDD: 711)

Arabic

يحق لك الحصول على هذه المعلومات والمساعدة بلغتك مجانًا. اتصل برقم خدمات الأعضاء الموجود على بطاقة التعريف الخاصة بك للمساعدة (TTY/TDD: 711).

Chinese

您有權使用您的語言免費獲得該資訊和協助。請撥打您的 ID 卡上的成員服務號碼尋求協助。(TTY/TDD: 711)

Dutch

U hebt het recht om deze informatie en hulp gratis in uw taal te krijgen. Bel het ledendienstnummer op uw ID-kaart voor ondersteuning. (TTY/TDD: 711)

French

Vous avez le droit d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour cela, veuillez appeler le numéro des Services destinés aux membres qui figure sur votre carte d'identification. (TTY/TDD: 711)

German

Sie haben das Recht, diese Informationen und Unterstützung kostenlos in Ihrer Sprache zu erhalten. Rufen Sie die auf Ihrer ID-Karte angegebene Servicenummer für Mitglieder an, um Hilfe anzufordern. (TTY/TDD: 711)

Italian

Ha il diritto di ricevere queste informazioni ed eventuale assistenza nella sua lingua senza alcun costo aggiuntivo. Per assistenza, chiami il numero dedicato ai Servizi per i membri riportato sul suo libretto. (TTY/TDD: 711)

Japanese

この情報と支援を希望する言語で無料で受けることができます。支援を受けるには、IDカードに記載されているメンバーサービス番号に電話してください。(TTY/TDD: 711)

Korean

귀하에게는 무료로 이 정보를 얻고 귀하의 언어로 도움을 받을 권리가 있습니다. 도움을 얻으려면 귀하의 ID 카드에 있는 회원 서비스 번호로 전화하십시오. (TTY/TDD: 711)

Oromo

Odeeffanoo kana fi gargaarsa afaan keetiin kaffaltii malee argachuuf mirga qabda. Gargaarsa argachuuf lakkoofsa bilbilaa tajaajila miseensaa (Member Services) waraqaa enyummaa kee irratti argamu irratti bilbili. (TTY/TDD: 711)

Pennsylvania Dutch

Du hoscht die Recht selle Information un Hilfe in dei Schprouch mitaus Koscht griege. Ruf die Member Services

Nummer uff dei ID Kaarte fer Hilfe aa. (TTY/TDD: 711)

Romanian

Aveți dreptul să obțineți aceste informații și asistență în limba dvs. în mod gratuit. Pentru asistență, apălați numărul departamentului de servicii destinate membrilor de pe cardul dvs. de identificare. (TTY/TDD: 711)

Russian

Вы имееете право получить данную информацию и помощь на вашем языке бесплатно. Для получения помощи звоните в отдел обслуживания участников по номеру, указанному на вашей идентификационной карте. (TTY/TDD: 711)

Ukrainian

Ви маєете право безкоштовно отримати інформацію та допомогу своєю рідною мовою. По допомогу звертайтеся за номером служби підтримки учасників програми страхування, указаним на вашій ідентифікаційній картці. (TTY/TDD: 711)

Vietnamese

Quý vị có quyền nhận miễn phí thông tin này và sự trợ giúp bằng ngôn ngữ của quý vị. Hãy gọi cho số Dịch Vụ Thành Viên trên thẻ ID của quý vị để được giúp đỡ. (TTY/TDD: 711)

It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

FISCAL OFFICE REPORT

Department: Administration

Department Head: Heather Harlow, Fiscal Officer

Motion to Approve Interfund Transfers

Recommend the adoption of a motion to approve the following transfers:

- \$87,630.73 to Fund 2181-Zoning; and
- \$67,135.21 to Fund 2912-Community Center; and
- \$219,575.63 to Fund 2911-Parks and Services.

Rationale:

The transfer for funds will be debited from the General fund; and was planned in the budgeted final appropriations to offset operating expenses.

Post Interfund Transfers

Transfer #:	1072	Status:	Open
Post Date:	09/14/2018	Approval:	
Tran Date:	09/14/2018	Approval Date:	09/14/2018
Amount:	\$219,575.63	Void Date:	
From Fund:	1000		
From Account:	1000-910-910-0902		
To Fund:	2911		
To Account:	2911-931-0000		
Reason:	CASH FLOW		

FISCAL OFFICE REPORT

Department: Fiscal Office

Department Head: Heather Harlow, Fiscal Officer

Resolution Accepting the Amounts and Rates as Determined by the Budget Commission

Recommend the Board of Trustees to approve the resolution accepting the amounts and rates established by the budget commission.

Rationale:

The Budget Commission provides the authorized tax rates, both voted and unvoted, and the gross levy proceeds, which is comprised of the estimates from property taxes and all of the State of Ohio reimbursements. The report also summarizes the authorized tax rate for the voted levies, the date approved by the voters, the length of the levy and the estimated tax revenue, inclusive only of the non-business and owner occupied credits and the homestead exemption reimbursements.

Resolution # _____-18

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION & AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

Board of Township Trustees

Rev. Code, Secs. 5705.34

The Board of Trustees of Colerain Township, Hamilton County, Ohio, met in Regular session on the 9th day of October, 2018, at the office of Colerain Township Board of Trustees, 4200 Springdale Road with the following members present:

Trustee Greg Insko

Trustee Raj Rajagopal

Trustee Dan Unger

Trustee _____ moved the adoption of the following Resolution:

WHERE AS, This Board of Trustees of Colerain Township in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2019; and

WHERE AS, The Budget Commission of Hamilton County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board and what part thereof is without, and what part within the ten-mill limitation; therefore be it

RESOLVED, By the Board of Trustees of Colerain Township, Hamilton County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Township the rate of each tax necessary to be levied within and without the ten-mill limitation as follows:

-Acceptance of Rates

and be it further

RESOLVED, That the Fiscal Officer of this Board be, and is hereby directed to certify a copy of this Resolution to the County Auditor of Hamilton County.

Trustee _____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Trustee	_____	_____
Trustee	_____	_____
Trustee	_____	_____

Adopted the _____ day of _____, 20 _____

Attest:

Fiscal Officer of the Board of Township Trustees of

Colerain Township
Hamilton County, Ohio

-Acceptance of Rates

CERTIFICATE TO COPY
ORIGINAL ON FILE

2019

**SCHEDULE A
SUMMARY OF THE AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY THE BUDGET COMMISSION
AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

	Amount Approved by Budget Commission Inside 10M Limitation	Amount to be Derived from Levies Outside 10M Limitation	Tangible P.P. & P.U.P.P. State Reimbursements	Gross Levy Proceeds	County Auditor's Estimate of the Tax Rate to be Levied		
					Outside	Inside	TOTAL
GENERAL FUND	546,840	0	0	546,840	0.00	0.49	0.49
BOND	0	0	0	0	0.00	0.00	0.00
ROAD & BRIDGE	993,240	0	0	993,240	0.00	0.89	0.89
FIRE	0	10,460,834	0	10,460,834	12.23	0.00	12.23
POLICE	0	6,441,548	0	6,441,548	6.60	0.00	6.60
X5	0	0	0	0	0.00	0.00	0.00
X4	0	0	0	0	0.00	0.00	0.00
X3	0	0	0	0	0.00	0.00	0.00
X2	0	0	0	0	0.00	0.00	0.00
X1	0	0	0	0	0.00	0.00	0.00
NEW	0	0	0	0	0.00	0.00	0.00
TOTAL	1,540,080	16,902,382	0	18,442,462	18.83	1.38	20.21

**SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

CURRENT EXPENSE LEVIES	PERIOD OF TIME	Mills	Fiscal Year
Authorized on:	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
TOTAL		0.00	0
ROAD & BRIDGE			
Authorized on:	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
Proposed	0	0.00	0
TOTAL		0.00	0
FIRE			
Authorized on:	Continuing	6.96	4,726,566
	Continuing	5.27	5,734,268
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
TOTAL		12.23	10,460,834
POLICE			
Authorized on:	Continuing	2.50	1,994,817
	Continuing	1.00	1,073,632
	Continuing	1.15	1,251,311
	Continuing	1.95	2,121,788
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
Election Date	0	0.00	0
TOTAL		6.60	6,441,548
X5			
Authorized on:	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
	0	0.00	0
Enter Date of Election	0	0.00	0
TOTAL		0.00	0

COLERAIN TOWNSHIP

September 11, 2018

FISCAL OFFICE REPORT

Department: Fiscal Office

Department Head: Heather Harlow, Fiscal Officer

Approval to Amend 2018 Temporary Appropriations

Recommend the Board of Trustees to approve the following amendment to the 2018 final appropriations.

Rationale:

Hamilton County CDBG awarded the Township a mini-planning grant for Northgate Mall Redevelopment Study. The grant amount is \$20,000, and was originally accepted by the Board of Trustees at the July 10, 2018 meeting.

The increase in appropriation is to include the \$20,000 grant; increasing the total appropriations to 42,003,927.30

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the 09 day of October, 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)	109,500.00
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	42,003,927.30

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 09 day of October, 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 October, 2018.

Heather E. Harlow,
Colerain Township Fiscal Officer