

December 11, 2007

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OPENING OF MEETING

Mr. Fiedeldey called the meeting to order at 6:00 PM with Mr. Corman, Mr. Fiedeldey, Mr. Ritter, and Mrs. Harlow in attendance.

EXECUTIVE SESSION

Mr. Foglesong requested the Board enter Executive Session for the purpose of conducting interviews for the police chief position and personnel matters relating to the same.

At 6:01 PM, Mr. Corman made a motion to enter executive session and Mr. Ritter offered the second. No discussion and the roll was called:

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

Mr. Ritter made a motion to invite Trustee-elect Joe Wolterman to executive session and Mr. Corman offered the second. No discussion and the roll was called:

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

Mr. Fiedeldey reconvened the meeting at 7:07 PM. Mr. Foglesong said no decisions or actions were made in executive session.

INVOCATION

Rev. Gary Jackson of Friendship Baptist Church offered the invocation.

PLEDGE OF ALLEGIANCE

All recited the pledge of allegiance.

Mr. Fiedeldey said that Mr. Corman has been serving as a Trustee for 10 years and has accomplished a lot of good things during his tenure. Since this is his last meeting, Mr. Fiedeldey offered a big round of Colerain Township applause for him!

APPROVAL OF MINUTES

Mr. Fiedeldey asked for corrections to the October 9, 2007, regular meeting minutes. Mr. Ritter said that the following sentence should be amended as noted in bold: "He is real tired of it and we should sue the SOBs." Mr. Fiedeldey said that it should be noted that he meant "son of a buck." Mrs. Harlow said that clarification of the meaning of his phrase was not said at the meeting, but she will include it in the minutes if the Board desires.

Mr. Corman made such motion to approve the minutes as amended and Mr. Ritter offered the second. The roll was called:

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

Mr. Fiedeldey asked for corrections to the October 23, 2007, regular meeting minutes. Mr. Ritter noted that under the discussion about the clock tower/monument, it should be **at least 30'**. Also, under the emergency snow removal section, Mr. Ritter lives on an **unaccepted** street.

Mr. Corman made such motion to approve the minutes as amended and Mr. Ritter offered the second. The roll was called:

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Mr. Corman. "Aye"
 Mr. Fiedeldey. "Aye"
 Mr. Ritter. "Aye"

Mr. Fiedeldey asked for corrections to the November 27, 2007, regular meeting minutes. The Board members noted some typographical corrections.

Mr. Corman made such motion to approve the minutes as amended and Mr. Ritter offered the second. The roll was called:

Mr. Corman. "Aye"
 Mr. Fiedeldey. "Aye"
 Mr. Ritter. "Aye"

PRESENTATION

Assisted Housing

Mr. Ritter said the Board established last year the Comprehensive Quality of Life Committee and his section is about subsidized housing and other housing issues in Colerain Township. He provided an update to the Board and the public. He said they continue to monitor the data from CMHA. There has been an increase in the vouchers and the CMHA owned units. The project based Section 8 is now zero due to the sale of a property and subsequently opted out of the program. He said 2% of our housing units in Colerain Township are subsidized. There has been no growth in this number since 2004.

He showed the distribution of CMHA's units throughout the county, west, east and central. He said the vast majority is central or west side.

Mr. Ritter discussed Colerain crime statistics and said robbery and drug offenses are the only areas going up. The fact that drug offenses are going up is thanks to the undercover unit and he feels this is a success story for the unit.

Mr. Ritter noted the 2008 Action Items:

- Explore feasibility of utilizing the Community Reinvestment Act (CRA) in other areas of the Township
- Strategic use of TIF Financing to provide incentive for redevelopment
- Provide ongoing support for Northgate Mall revitalization
- Reduce Bus traffic on Township residential streets
- Monitor proliferation of Section 8 Housing

Mr. Fiedeldey asked questions about who has vouchers. He said this is all handled by the City, who is trying to ship their problems to us. He asked if we have all of the addresses of where these folks are living. Mr. Ritter says that we do. Mr. Fiedeldey asked if this has been given to Zoning so that the department can alert the property owners of our resolutions. Dr. Roschke said that CMHA is very good about fixing any problems.

Mr. Corman said that if we pinpoint specific individuals by income level or type of program, would we be setting them aside and need to give this all of the owners or it would be discriminatory. Mr. Reuter said that we must be careful to whom we will provide a special effort. He said that owners of rental property must register with the County Auditor.

Mr. Fiedeldey we need to target the owners, especially absentee owners, not the resident. Mr. Corman said that we must target everyone and not just those on vouchers. Mr. Reuter said that we can go through the auditor's office's lists and

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Mr. Corman made such motion to continue the hearing to the January 22, 2008, regular meeting, and Mr. Ritter offered the second. The roll was called:

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

POLICE REPORTS

Lt. Schoonover of the Hamilton County Sheriff's Office said he would have the reports at the next meeting

Lieutenant Meloy said the Township's department said he will have the same reports.

At 8:13 PM, Mr. Fiedeldey motioned for a 5-minute recess. Mr. Ritter offered the second

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

The Board reconvened at 8:20 PM.

NOTE FROM THE FISCAL OFFICER: The following sections, at the request of the Board, are a transcription, not minutes.

TRUSTEE REPORTS

MR. RITTER

Ritter: First is to acknowledge my colleague on the Board, Mr. Corman -- his last meeting tonight. I have had the good fortune and benefit of serving with him for two years. And so I'd like to thank him for his service, acknowledge him as both a friend and colleague, and wish him the best of luck in his future endeavors. He's not retiring; he's hopefully going to be around for a long time. But again, just wanted to tell him how much I appreciated his presence on the board, his leadership and how much he'll be missed.

The next matter is much more serious.

Corman: That wasn't serious?

Ritter: (Laugh) my apologies.

This afternoon Northgate Mall issued a press release that I'd like to read. It says Northgate Mall will not pursue a TIF agreement with Colerain Township. Northgate Mall and Feldman Mall Properties announced they will not move forward with the \$4.8M TIF service agreement which is currently in negotiation with Colerain Township. It is clear that based on statements made to the press by a Township Trustee that it would be difficult to come to an agreement between all parties as to what would be constructed at the corner of Springdale Road and Colerain Avenue. While we remain committed to the gateway improvements, and we remain committed to the Colerain Township community and our Northgate Mall redevelopment, it simply made sense to make this matter private at this time. This has been a long and arduous process and Northgate Mall would like to thank all those who supported the Mall in this matter.

So for those of us who have been going around for over a year on this, I think it is a sad day in Colerain Township's history that this deal fell through. And I think

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compare it to the lists from CMHA. The Board agreed to send something to all rental owners.

Mr. Ritter suggested that we track violations which are CMHA properties. Mr. Fiedeldey said that CMHA should just get a letter and be told to clean up their property. Dr. Roschke said that the CMHA-owned properties are not the problem. But, CMHA vouchers are taken wherever and rented from an individual or company. These seem to be where the issues are.

PUBLIC HEARING**Haverknoll Lighting District**

Mr. Foglesong said that the Colerain Township Board of Trustees was presented with a petition on November 20, 2007, for a lighting district located on Haverknoll Drive, within Colerain Township. The required 51% front footage signatures have been received with 53.5% in favor. There was 10% in opposition on the petition. The cost of the lighting to each property owner is approximately \$22.63/month. Eight new lights are to be installed, as scheduled by Duke Energy.

Mr. Fiedeldey opened the public comment.

Jim Marques of 2510 Haverknoll Drive questioned the results of the petition as the owner of the property is the one to make the decision. His wife signed petition in affirmative and she's not the owner. Her signature would then be invalid. He, as the property owner, was never presented with the petition. How were the homeowners verified? Mr. Foglesong said the petition listed the property owners' names. Mr. Marquis asked how many other people signed the petition when they did not have the authority.

Mr. Corman asked about the procedure to validate the signatures.

Mr. Marquis said that he is neither for nor against the petition, but feels there is a problem with the procedure.

He asked about the type of lights. He wanted to know what we're getting for our buck. Is it a candle or something that will really light up the area? No one was able to answer this question. He said that he attended a block watch meeting and was surprised that folks didn't know that the charges would be reduced for the second, third and subsequent years. In fact, many of the charges are one-time charges. This needs to be looked at a little more before the Board approves the petitions.

Mr. Fiedeldey said that he would like to know the answers to these questions as well.

Mr. Foglesong said that the first year's costs are based on some one-time fees, but this figure must be approved to get the lighting installed.

Mr. Corman suggested we check the signatures to be sure who is the property owners and he said that more information be provided by Duke to see how they determine how many and what types of lights are installed, as well as the costs.

Mr. Fiedeldey asked Mr. Reuter if we should go forward as usual or wait for answers to the questions. He said they should wait. The Board agreed to wait until they have answers.

The Board agreed to leave open the public hearing as more questions might be raised.

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I've made my feelings known on previous meetings on why that happened. So, I wanted to read that into the record and offer a few more thoughts.

The first is that this is obviously unfortunate – this parcel would have been deeded or subleased back to the township and we would have had control of it and we won't now. We would have had sidewalks on Colerain and Springdale Road. We're not going to have that. Most importantly we're not going to have the streetscape – the beautification of the Colerain Avenue corridor in front of the Mall on their dime. This was part of the TIF service agreement and the architectural work was funded by the Mall as well. And last but not least, I would just offer one more final thought and that is that it sounds from the press release that the Mall is likely to forge ahead with the town square on their own dime and separate from the TIF. One might say well, gee, did the tax payers just save a lot of money and did we make out on the deal if they're going to do the town square anyway? And so I would just propose to you that that's not the case, and I'd offer an analogy to the NFL. You know in the National Football League, every team is allotted the exact same amount to spend on players' salaries—called a salary cap. They can spend up to that but not over it—it's a level playing field. Now if Marvin Lewis came to us at the end of the year and said, well I've got some good and some bad news for you: we went 0 and 16 this year, we didn't win a single game, but we only spent half of our salary cap. Who among us would consider that a successful outcome? I think that's what's occurred here. We are going to once again end up with a B minus or a C plus result instead of making Colerain the best. So I think it's unfortunate and I would also be on guard against politicians proclaiming that they saved the Township, you know, millions of dollars which has occurred on prior occasions. Because that's clearly not the case. So, I think this matter's been put to bed and I think it's unfortunate. That's all.

MR. CORMAN

Corman: The only thing I just have is to read my farewell statement or farewell address. This is my last official meeting; I'm not saying I'm a dead duck; I'm just a lame duck.

So I would like to take this time to express my appreciation of the people's will of permitting me to serve them as their Township Trustee this past decade. There's no greater honor, no greater satisfaction than to serve one's community. It has always been my policy to do my best, treat others with respect, and conduct business in a professional, dignified manner. I have believed, and still believe that Colerain Township is a fantastic place to live and exhibits unlimited potential for leading Hamilton County back to recovery. However, we must be willing to harness that potential in a way that will produce the energy needed to accomplish that goal. We cannot allow fear of the future to stifle us or the community we will be leaving behind for generations to come.

On March 4, 1933, the newly sworn President of the United States, Franklin Delano Roosevelt, reassured the American public in his inaugural address that "We have nothing to fear but fear itself." It is the duty of all the residents of Colerain Township to overcome that fear, reject those who propagate fear whatever the motive, and build for a brighter more productive future. Much has been done in these past ten years to make this a better place to live, play and work, but I won't spend the time listing these accomplishments, but allow them speak for themselves.

I would also like to also extend my gratitude to the devoted, hardworking administrators, department heads, employees, and volunteers, who with their help have made my job easier and more enjoyable. The only sad mark is the untimely loss of our Parks Director and dear friend, Greg Snyder.

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I will close with this statement, a statement that I have framed on my office wall in this building: "In times of change learners inherit the world, while the learned remain beautifully equipped to deal with a world that no longer exists."

I thank you again for your confidence. I wish you all a Merry Christmas and may God bless all of you. Thank you.

Fiedeldey: Thank you very much, Keith.

(Applause)

MR. FIEDELDEY

Fiedeldey: Politics. Mr. Ritter has chosen to make politics and I use that term. It goes back to several weeks ago when a newspaper reporter called me and asked me what I would like to see at the corner of Springdale and Colerain. Mr. Ritter and Mr. Corman and others had already decided that they wanted a clock tower and a water feature. They didn't let the designers, the creative people, design. They didn't do that. They made the decision. None of them are designers or in the creative field. And, what I have found in my life – let the people that are in the fields--designers, the creative people – let them design. Don't hamstring them. I've been in the construction business for over 40 years; it's all been private industry. It's amazing what they will come up with if you let the designers be creative. But others, Mr. Ritter especially has decided that this is what it's going to be. And he claims to be a financial person. So he's making this politics and it's not well-taken, I can tell you that. Now when the Mall a few months back, the founder of Feldman Properties, Ed Feldman, in the paper, he was taken by why would we have a tower-- 50 foot or whatever it was at the time-- and a water feature. His comment was, where did that come from; it didn't come from us. No, it didn't come from Feldman Properties; it came from Mr. Ritter and others dictating what should be there, rather than as I said in the article, let the people have a little say in it and let the designers design. Let them be creative.

Now Feldman Properties has come back and said: "Well, we're mad at your statement Fiedeldey because we might not get that over there. But they're the ones that said they don't want that to start with. They don't even know where it came from. Now Mr. Ritter claims he's a financial person, but it's pretty obvious he's not very much astute in the financial markets. Feldman Properties this summer was for sale. They had chaos within their own company. Feldman Properties in June, if you know anything about the stock market, their capitalization was \$12 a share. It is now under \$3 a share. So they lost 75% of their capitalization. They cut their dividends. Feldman Properties is a REIT. It's a real estate and investment trust. Normally they'll pay 7 or 8% dividend or more. That's the idea of buying a REIT; it pays good dividends, but it's volatile. They cut the dividends, it's obvious when you cut dividends, you're trying to generate funds

Note from Fiscal Officer: first disk ended here and new disk picked up later.

and they're not very astute in the financial market. When you loose that kind of capitalization, it was coming. Feldman does not have the money to do the project, or they would do it. I've dealt with developers all my life. They're not thin skinned, they're leather skinned and they're tough negotiators. But a comment by me merely saying, let the designers design would not have them walking away from this deal as Mr. Ritter wants to have you believe. It is not true. Like I said the upshot of it is Feldman is sending out this press release. If you want to

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believe it; then, believe it, I guess. But when you don't have the money, you're not going to do any building. That's my side of the story and that's the truth.

Um, a few months ago, there was a moratorium, actually it goes back quite a long time, there was a moratorium put on recreational vehicles as far as enforcing the code as it was written at the time—the zoning code. In other words, where people could park in their front yards, etc. There again there was a proposal by a board member to let people park their campers and boats in their front yards. It went onto the Zoning Department—the Zoning Commission I should say and they came back with a change in the zoning code. And that's been passed. I think there's still another couple of weeks that somebody could file a referendum, I guess. But what was happening, there was moratorium put on enforcing the zoning code. And I guess we need to remove that since we've all unanimously passed the revised zoning code as far as dealing with recreational vehicles. But currently there's a moratorium on the enforcement. So I think that it's only proper that we would have to extend that moratorium—I'm going to suggest to April 1—to allow people to get their ducks in a row so they can get them stored in their proper place, there's some currently in their yard, or get them remove them all together. So, any comments? I see Mr. Reuter

Reuter: There're two cases both of which are text amendments that are up for journalization tonight. Case #2007-04 is the lengthy list of technical corrections Case 05 is the recreational vehicle parking provisions. The Board at the conclusion of the public hearing agreed on what the amendments ought to be, but that has not yet been journalized. So that's going to hopefully be journalized tonight. Then, by statute 519-12, there's a 30-day period during which anybody who doesn't like the action the Board took, can attempt to initiate a referendum. So during that 30 days, the thing can't be enforced. As I understand Mr. Fiedeldey's point, that since we've had a moratorium in place, we ought to give notice of the passing of the new recreational vehicle provisions and allow people some additional time to make arrangements to comply. In other words, to get the vehicle out of their driveway. But my point is, that it has not yet been journalized and the 30 days begins to runs from the date of journalization which hopefully will be tonight.

Feideldey: You're correct. The only thing I was trying to do is give people as much time as possible—we did that with junk cars when we did that resolution—tried to give as much time. Same thing with this here as far as the enforcement. So, would it be safe to say, look extend the moratorium to April 1, if that's the date that Mr. Corman and Mr. Ritter and we agree on, with the understanding, I guess unless there would be a referendum to put it on the ballot. Why would we wait the 30 days and then say we're going to do that? I guess is my point, and then extend it further? If April 1 would be the date or May 1 or March 1. Dr Roschke, what do you think about April 1? Your opinion.

Roschke: That's fine. I mean, we had already, you know sort of started publicizing that the moratorium was going to run out and if you all want to extend that a little bit I'm sure that would give everybody, you know, more time to find places to store their vehicles.

Feideldey: My point is that April 1 – that's 3 months--3 ½ months. You okay with that?

Roschke: Yeah, we're fine with that. We'll pull those all back out whenever you all are ready.

Fiedeldey: Okay, Mr. Ritter are you okay with that since you're wanted the (unintelligible) in the front yard.

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Ritter: Before I go there I feel obliged to address the other matter. You know Mr. Fiedeldey can try to dress up his pig and put lipstick on it as much as he wants but at the end of the day it is still a pig. It is what it is. A few of the points he made are typical smoke and mirrors and red herrings. The first is that, you know, let the designers design. I've heard that over and over again ad nauseum. And I must tell you, you know, we had one designer that put forth an original plan and that was rejected. And everybody was comfortable with rejecting it. That goes back a year ago.

Fiedeldey: You rejected it also.

Ritter: As I said, we all rejected it. And then, what he neglected to mention, is that we started from scratch, hired a new architect-- the same one that he's expressed, you know, contentment with, based on the work at Stone Creek, it's called KKG.

Fiedeldey: We didn't hire anyone.

Ritter: The Mall hired them on their own dime and made a presentation to the Board of a reconfigured design for the town square. Two of the three trustees expressed general pleasure with that agreement, but that's really not the point. There was a second plan and it was generally admired by the Mall and at least two of the three trustees. So you forgot to mention about the second plan. The bigger issue is that there was an agreement in principal drafted and it said that there would be a monument type feature of at least 30 feet and there would be a water feature. And that was unanimous. The article that appeared in the *Enquirer*, he obviously expressed displeasure with that. Why would anybody want to do business with the township when they contradicted their vote, you know, less than a week later? So it has to go with trust. And there also was a statement that I dictated the first design that was summarily rejected over a year ago. That's just plainly false.

The final smoke and mirrors is in regard to the Feldman Mall Properties as a going concern. I would urge Mr. Fiedeldey to contact Moody's, Standard and Poor, Dunn and Bradstreet or any reputable credit rating agency, and they will give you a clean bill of health on Feldman Mall Properties. I did my research too. They have no liens against them, no pending judgments, they're paying their bills on time and generally have a great credit rating. They're a real estate investment trust; it's very typical for a company like that or any property management company to acquire property, make improvements and then depreciate it. It's not uncommon to run a loss. Their values depreciate over time—that's the nature of the beast. There's never been any concern about Feldman not being a going concern.

Fiedeldey: Why do the analysts say sell it?

Ritter: Well, they say sell Convergys, too—and that's where I work. I can tell you nobody is beating the pavement and they pay their bills on time.

Fiedeldey: The other issue you made about the agreement in principal it said we WILL have that. I acknowledge that; I talked to Mr. Reuter about it. Mr. Reuter, when I questioned you about that you indicated to me that's what Mr. Corman and Mr. Ritter wanted and I dropped the subject. The whole agreement in principal there was a lot of wordsmithing that went on and it had in there we will do this and I said are you sure you want to do that and he said that's what Mr. Corman and Mr. Ritter wanted and I dropped it. Is that correct?

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Reuter: It was a negotiated agreement.

Fiedeldey: But, is that correct?

Reuter: It was negotiated agreement.

Fiedeldey: Be quiet. I asked you that question and when they brought it up, and I dropped it. That's what they want. And that's okay for God's sake. It's a contract and it says we will do it. Feldman's not stupid. It says we will do that. These two want it and that's fine. I don't have to agree with it. I think I have a mind of my own. Or let the people have some input on it instead of shutting everybody out. Or let the designers design, let them be creative. I made a mere comment, but the document itself said that we will do that and I will honor that. That's the end of that story.

Ritter: Everybody needs to understand the gravity of the situation that's happening here. A reputable business, the largest property in Colerain Township with the most value, and one of our largest employers, just walked away from four million dollars rather than work with one man. They walked away from four million dollars rather than do business with Mr. Fiedeldey. That's what just happened here and everybody should be cognizant of that. They'd rather do this on their own dime than be encumbered by working with him. That's the reality and you can dress it anyway you want. That's the reality.

Corman: If I may referee here. On page 3 of the October 23 minutes that we just adopted, it says that Mr. Fiedeldey said that the Township did not seek RFQs and it is a stretch to say that it will be that design implemented. We did not hire KKG and it might not their design that we end up using. Mr. Reuter did refer paragraph E of the document which said that the final design is subject to later mutual agreement by the mall and the township, and will include a water feature, if environmental considerations allow, and a clock tower or monument of and this was corrected to a maximum of 30 feet. I'd also like to refer to the TIF agreement in principal that we approved unanimously and sent the final version up to Feldman Properties on November 23, no, I'm sorry on October 23, and it says in E the final concept design of Town Square/Gateway and Colerain Avenue Streetscape in the front of the mall is subject to later mutual agreement by the Township and Mall, but Township Square/Gateway will in any event contain a water feature if enviro regulatory considerations allow and a clock tower type monument of at least 30 feet high. And this was approved unanimously by the Board. Any other statements that were said in private I would consider as hearsay. And the record is the record. And that's what was done.

Fiedeldey: Thank you.

Corman: I brought it up that the article in the *Enquirer*, which you probably have a copy there, stated that the Trustees saw no "wow" in the project which this Trustee they didn't talk to and the statement was made by the President of the Board, and given the implication whether it was you or the writer of the article, that it was the consensus of this Board or the attitude of this Board that we didn't want these features. Now to me, you know, that's not what we agreed to do the very two days prior to that. You know, we are accountable, but we're not only just accountable for the money in this township, we're accountable for the image for the image that we portray outside of this township. And for any of the elected officials to go past that and give an image that we say one thing and then say another and do another when we are trying to make a contractual agreement I think doesn't give any of us justice. What's done is done. And I can't blame Feldman if that's what they want to do. That's what's going to happen. Thank

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God if we could still end up with a feature that would reflect positive image of our township. I've lived here for 32 years and I'm sick and tired of being considered the town dump by the rest of the blasted region. And this kind of stuff is what allows it to be perpetrated that this Colerain Township is nothing better than a dumping site for the area. And it's going to stop. Even though I won't be in here office, I'll sure the heck be out here as a citizen. And this kind of rubbish is going to stop. This really sets me off. I've been a really nice guy about all this over the time, but we're not going to have it any more. I'm not. And that's the way I feel about it.

Fiedeldey: Well said. Well said.

Corman: I hope you got all that Mrs Harlow. I would like that to stay as part of the record.

Fiedeldey: Well said. And the other part of the article was my opinion only

Corman: What?

Fiedeldey: If they had "Trustees" I didn't represent that and I believe that the paper...

Corman: You do (unintelligible)

Fiedeldey: Now wait a minute.

Corman: Unintelligible

Fiedeldey: I believe that the paper acknowledged that that was incorrect.

Corman: When?

Fiedeldey: But that's my understanding. This was incorrect.

Corman: When did they acknowledge it?

Fiedeldey: I believe...

Corman: Actually they reprinted it in the Thursday edition.

Fiedeldey: Right and same thing there, it's there again. Let the designers design, what's wrong with that?

Corman: You're debating what I'm pointing out, Mr. Fiedeldey.

Fiedeldey: I didn't go over you. I didn't go over Mr. Ritter.

Corman: I agree let them design, but that's has been the way a lot of it's been doing. And if you've been all these years in business and this man here isn't smart, I've been 40 years in the political world which makes everybody sitting at this board rank amateurs. Okay?

Fiedeldey: Maybe we ought to take the politics out of it.

Corman: So maybe we ought to consider all of that stuff. (Unintelligible comment spoken while Mr. Fiedeldey is talking)

Fiedeldey: Anyway, you have anything else to add?

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Ritter: No, but thank you for offering. I think on the RV, I not sure why we should wait until April 1 but if that's what you want to do, I'm okay with it.

Fiedeldey: Well, I believe we give people the opportunity to... what would you suggest?

Ritter: The 30 day grace period is there, why don't we split the difference, and, you know, February 1, excuse me March 1. I don't want to make an issue of it, if April 1—that's what you think, fine. I'm okay

Fiedeldey: I just... when we did junk cars, we gave them 6 months. I just...

Ritter: Okay, let's go with April 1 then.

Fiedeldey: So many people were breaking the law before prior to; they, you know were doing it anyway. So just try to make it as easy as possible, but that be the drop dead date.

Ritter: April 1 it is.

Fiedeldey: So do we need a motion to remove the....

Reuter: Why don't you do that after you journalized the case?

Fiedeldey: All right we'll make that all in one swoop.

CITIZEN ADDRESS

Okay. Citizens address. Nancy Lindenmood.

Lindenmood: I'm considering delaying this to another meeting given the hour. The subject I wanted to talk was CincyScape which is new community web channel. I wanted to propose that you look at it. I think what I'd like to do is just hand something out to you, let you read it, and then I'll come back to your next meeting when we have more time.

Fiedeldey: Okay. Thank you. Mary Fellmy. Is that correct? Unintelligible – for who? Nancy or this one? Oh.

Fellmy: (Unintelligible) Hi My name is Mary Fellmy. I'm a new resident. . . This is my first meeting.

Fiedeldey: Oh, this is a good one, isn't it?

Corman: Welcome to government.

Note from Fiscal Officer: Ms. Fellmy was not speaking into a working microphone, so her comments are difficult to understand. She came before the Board to discuss her neighbor's swimming pool, which is behind her house. There is no fence around the pool and she worried about her grandchildren around the pool as the latch is not proper. She asked the Board for some resolution.

Fellmy: I'm learning. But, I built a new house on the corner of McGill and Russett (unintelligible). (unintelligible) but it backs up to a swimming pool. I've given you a copy of what I want to show you. Your property maintenance code

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says that (unintelligible) 21 inches in depth shall be surrounded by a fence or barrier at least 48 inches in height

And I've been to your planning and zoning at (unintelligible) and they decided that the man at 3216 a fence around the above ground pool.

Pools with more than 24 inches of water shall Pool does not meet the requirements owner will be notified by certified mail.

He came over when I was building my house.

The builder marked off where the builder marked off.

He had until October the 2 from the date. And I back up right to
And I have three grandchildren; Julia is seven, Austin is five and is one.
And I don't want them going over and falling in the pool. It seems to be a no-brainer that.

Then I go back in to check in they said, well, on October 5 the owner of this residence has already talked to David Foglesong and it has been determined that he does not need a fence. Doesn't need a fence at all. So I called up Mr. Foglesong and I asked why did you tell him he doesn't need a fence. He said I didn't say that. I said the latch

If you look at the picture that I put in front of you, you'll notice that the gate is not more than 24 inches high. Austin could reach over and undo it. So I just feel insecure. I like my house but I feel insecure with the swimming pool being open like it is. I've been going to the Planning and Zoning Commission meetings in February, May, June, July, November and I So I need a resolution And it says in your maintenance code right there that that that there will

Fiedeldey: Do we have a little glitch in our zoning or maintenance? What's our zoning say on above ground pools – are they all treated the same? Dr. Roschke?

Roschke: The issue is of the height and if the height is sufficient, then a fence is not required for an above ground pool. The latch that she spoke of is required, and Inspector Dilbert was out there last week or this week to check and see because the man had indicated to us that he would install the required latch. He apparently has not done so and so orders have again been issued on him to get the latch in place.

Fellmy: The gate is so low and

Fiedeldey: How tall is the neighbor's fence? Is the neighbor's fence 4 foot?

Roschke: There is no fence.

Fiedeldey: Oh, they don't have a fence.

Corman: That's the adjoining property.

Fiedeldey: Excuse me?

Corman: That's the adjoining property.

Ritter: Could I question the Board real quick?

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Corman: That's a business property

Ritter: Either one of you guys, remember we were looking over the zoning text amendment several meetings ago. Mr. Corman you raised the issue that you had a family member that unfortunately had passed away.

Corman: I did.

Ritter: Yeah, what was the context of that? And, I think it might be the same situation that we're talking about now.

Corman: I thought we had to have fencing around all these pools of some sort

Ritter: I'm asking as a matter of fact in the code in the context we were talking that night. Wasn't it the issue of the above ground pool, Mr. Corman wanted to put a fence around it on top of the requirement that we currently have of a latch. Okay.

Fiedeldey: Right, too far.

Ritter: Yeah.

Fiedeldey: Isn't the building code that you have to have four feet around a pool? That was always my understanding like if it was an in ground pool. And if it was an out of the ground pool, my understanding was four foot or thereabouts. You just ...

Fellmy: unintelligible

Fiedeldey: Well, I'm trying to go at it both ways with the zoning, trying figure out where we stand with it. You understand?

Fellmy: But my point is when I send the kids out in the back yard, am I going to feel secure, hey he really does have does have a latch then I see a fence there and I would know. This little boy likes to climb.

Fiedeldey: I understand that, but four foot is usually the magic number to my knowledge. I think the insurance companies require it --a four feet tall fence. This is three foot tall so I'm just kind of. I've seen higher out of the ground pools and they have a platform around them maybe or a deck and steps. And they raise the steps or lock them out of the away so there is that four foot height

Fellmy: Yes, it has steps and it does have a gate, but it's always (unintelligible).....

Fiedeldey: And that's four foot, but you save this is only a three-foot high pool. Correct?

Fellmy: I don't know.

Corman: You said less than four foot. You assumed it to be less than four foot.

Fiedeldey: I thought you said it was three foot high. If it's four foot high, it would probably meet every code there is as long as there is no access to the pool, meaning a ladder or stairway if it's removed or locked up, etc. So,

Fellmy: Unintelligible

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Fiedeldey: Well, they're just – you know, really for their own well-being from a liability stand point.

Fellmy: I would think that (unintelligible)

Fiedeldey: Correct. Okay, what do you want us to do?

Fellmy: I want you to give me a decision – does the man need a fence or not? If he does need a fence, tell him. Have him put it up and go out and inspect. If he doesn't, then say he doesn't. But every time I've gone in, and like when I called Mr. Foglesong, he said well, I didn't say he didn't need a fence, I said he should put a lock, it says right here, but he said I said he should put a lock on the top of the gate, so he said maybe I'll have to go out there. What I want.....

Corman: I think what Mr. Ritter was referring to – a couple of weeks ago or four weeks ago we addressed this same thing in a text amendment. And my proposal was that, and Mr. Fiedeldey is right about what the size of the pools are and what's been the standard policies in the counties, zoning and all this. My question was why do we always have to think inside the box? We can't we think ahead? And do we have to follow what everybody else has done. My argument is no. I think that what we should do is any above ground pools that would present a hazard to young people especially, you know, they should be surrounded by a security fence.

Fellmy: I (unintelligible).

Fiedeldey: I need, I need some legal advice.

Reuter: I think we need to settle how high the pool is.

Fiedeldey: Correct.

Reuter: And then, I mean, the zoning administrator has the right to interpret the code in a reasonable way. If the pool is four feet high, then it would seem to me to be reasonable that, if it's a four-foot barrier it's a reasonable approach. So I think we need to know in this particular case how high the pool is. Just listening to the discussion here, the information that the zoning department and the administrator had was that it was a four-foot pool. Certainly the latch would need to be secured. So I think what we should do is get some more information and then figure out what we're dealing with. If the Board would—I just caution the Board that we should probably, if we're going to impose the requirement that a four-foot above ground pool has to be surrounded by a four-foot fence, we would figure out what the impact of that is across the township.

Fiedeldey: Why would you do that? I mean, why would we do something like that? That's silly.

Reuter: I think that's what you're just being asked to do.

Fiedeldey: No, I don't know that's true. By this lady here, you mean?

Fellmy: (Unintelligible)

Fiedeldey: Excuse me.

Fellmy: (Unintelligible)

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Reuter: She wants a four-foot fence around the pool.

Fiedeldey: Well, if it's four-foot high, why would you want that? That's a question. It would be a lot harder to climb that slick side of that pool.

Fellmy: I didn't say a four-foot fence. I want a fence around the pool—the height I don't know. I want a fence around the pool. (unintelligible)

Fiedeldey: Okay

Ritter: Have we determined if there is, or is not, a latch on that fence on the deck there?

Roschke: There is not an adequate latch on the fence— that's why orders have been issued this week.

Ritter: Will that suffice for you, ma'am. If there was an adequate latch...

Fellmy: Well, as you can see in the picture that gate is no more than (unintelligible)

Fiedeldey: I got it now.

Corman: Dr. Roschke while they're talking—I don't see— when we were talking about latches, I said that I agree that I think there should be fences round these items, but since the zoning does require with such heights that there's a latch, we don't a provision in there that it should be a locked latch. And, you know, even little kids can pop safety caps off medicine bottles. They're pretty ingenious. And, you know, most latches aren't too—they just keep a gate from flopping open. They don't keep a person from going through it.

Roschke: Okay.

Corman: I would suggest it might be considered that if there's not going to be any thing done about fences around these items, these structures, then I think then we ought to hold stern on the situation about latches; I think that they should be at least locked when they're not being used – there's no one there.

Roschke: And that's something we can look at adding to the code. I mean obviously we can't make a requirement beyond what is in there at this point.

Fiedeldey: Are we going to, I guess, are we going to identify and make sure the height of the pool? I guess, that's one thing—if it's four foot high. And the access to the pool-- normally that's what is secured—meaning their deck or the stairway that they have here. That's normal how things are handled. If the pool is only three foot tall, let's say it's just three foot tall, then what?

Roschke: Then we will ask him to put up a fence.

Fiedeldey: We all agree to that?

Unknown speaker and unintelligible comment

Fiedeldey: Right, I guess what I was trying to get at is that three foot high pools-- above ground pools -- heck, I don't know how tall it is—you know, they dish them out in the middle when they dig them so in the middle it's always a lot deeper than the sides anyway when they install them. You would think the person would want to protect their own liability, I guess. Has anybody talked to

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the person and just said: hey, can we do this, or could you work with us on this, and what was their response?

Foglesong: The response was it's our obligation to put the fence up because when we took the house down that was a nuisance next door, the people that took the house down took the fence down several months before any of this happened. No complaint to us about the fence being torn down. He alleges that the fence was his; we can't prove that the fence was his. So the issue would be is when we told him he had to put a fence up initially before we knew the height of the pool or any of the other things, he said well, you have to put it up because you torn it down and I said we didn't tear it down your fence, it was the house next door. He said, no it was my fence. So that's still a question. And then when he came up and said it was four foot high and he had a deck and he had a gate on it, then I said you don't need a fence anyway if it's a four-foot high pool

Fiedeldey: Correct.

Foglesong: That solved the problem. He said, well I'll put a latch on it. Had he put the latch on it and everything taken care, I guess the resolution would have been met then. So Dr. Roschke has indicated he didn't do that so he's got orders issued against him right now to make sure that it is secure. But if the pool is still only 36 inches then he will need a fence

Fiedeldey: Another issue. I guess you can verify; I guess, number 1 if it is only four foot tall. If it is, that satisfies that. The other issue would be then to get something there to stop somebody from climbing up the steps or something at the top of the steps to keep kids from going in there. I mean that's the idea of all that.

Fellmy: There was a (unintelligible).

Fiedeldey: Okay. Then the other part of the equation would be if it is only three foot high, then we'll do something different—the pool itself. Correct? There'd be a fence then. Correct?

Foglesong: Right, I guess you could do something on top of his pool to make it secure, but I don't know.

Fiedeldey: I don't know how you attach it very well.

Foglesong: I agree with that.

Fiedeldey: Dr. Roschke, what do you think? Couple of weeks you could get a resolution back, you think, back to Ms. Fellmy?

Roshcke: Yeah, like I said Pat is currently working with them to get the latch on there so he will follow up, maybe check the height. And, we get it taken care of.

Fiedeldey: Okay, that satisfy you? Thank you very much.

UNFINISHED BUSINESS

FIRE DEPARTMENT

EMS Medical Advisor Contract

Unfinished Business, Fire Department, Chief Smith.

Smith: Good evening. In the interest of time I'm going to give you the very short version on the EMS Medical Director position. As you know, Doc. Gates after 32

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years with us has indicated his desire to retire from that position. We've been searching for a replacement during the last year with a RFP going out in July, and we received proposals back from two physicians that were interested in filling that position. The request and the proposals back were very definitive; they covered a multitude of things, but in essence the medical advisor oversees our EMS operations, quality assurance, training, ride alongs with the crews, just a number of things that happen every month to make sure that the service we are delivering is in accordance with the law and at the highest standard that needs to be met. So at this time, we'd like to recommend that we enter into a contract with Dr. Donald Day Lacosto, M.D. He's with the University of Cincinnati Emergency Medicine Department. The cost for the number of hours and the cost that he gave us in the proposal was \$2900 a month. That compares to \$4000 per month from the other proposal that we received. The scope of services that he's offering meets our minimum requirements. We've had lengthy discussions, and we feel that we're ready to make the recommendation. Mr. Reuter has prepared a resolution which would authorize us to contract with Dr. Lacosto as our physician/medical director. So, I guess, what I would do at this point is to try and answer any questions you may. If you don't have any right now, then I would defer to Mr. Reuter. He will discuss the contract and I guess, if you're so inclined, read it for adoption. Final note: of course this is not a huge issue, but we have licensing issues that we need to take care of. Dr. Gates is our current physician on our drug licenses, and we can save \$500 or \$600 if we're able to resolve this, this evening. If we're not, we're most likely going to have to have Dr. Gates renew the drug licenses and then whenever the Board takes action at a later date, the new doc will have to do the same thing again. So that's just a small consideration on the side. I'll guess I look for Mr. Reuter if he could cover the contract and any issues related to it.

Fiedeldey: I'd like to ask you a question first, if you don't mind. What is the current contract with Dr. Gates? What is that amount?

Smith: I believe it's \$5000 annually. For many years he did it for nothing. And, a few years back, we entered into a contract with him and I think the amount was \$5000—I could be wrong, but it's right in that neighborhood. This is pretty much the cost of doing business these days, so we owe Dr. Gates thanks for volunteering for years.

Fiedeldey: Sounds like it.

Smith: Yes.

Fiedeldey: And then you said \$2900 a month, and I see \$36,000 annually, but those numbers in my mind don't add.

Smith: Yes, it's actually \$33,600 at \$2900 per month. That was a mistake on my part.

Fiedeldey: Even that doesn't add up.

Smith: $12 \times 2900 = \$33,600$. I don't have my calculator.

Fiedeldey: How about taking 1200 off of 36000 would be a little simpler for you. Anyway, any questions? Mr. Ritter?

Ritter: No, I trust your judgment.

Corman: No questions.

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Smith: Thank you.

Reuter: I'll read this for the Board's consideration: The caption is Resolution Authorizing Contract with Donald A. Locasto, M. D. as physician/medical director, of Department of Fire and EMS. Whereas the Board of Trustees does hereby determine it is necessary and desirable to retain the services of a physician as the medical director to assist the township to meet its obligations under Ohio Revised Code Section 4765.12 for implementation of peer review and quality assurance programs and other requirements designed to improve the quality of services provided by Colerain Township Department of Fire and EMS, and whereas the Board of Trustees has hereby determined that it is necessary and desirable to retain an EMS/medical director as an independent contractor to provide oversight and counsel in the delivery of the emergency medical services, herein and after EMS, provided by the Colerain Township Department of Fire and EMS, and basic life support and advance life support situations. Now therefore be it resolved by the Board of Trustees in Colerain Township, Hamilton County, Ohio that

1) The Board authorizes an agreement with Donald A. Locasto, M.D. as an independent contractor, appointing him as physician/medical director of the Colerain Township Department of Fire and EMS program to assist the department in meeting its statutory obligations under Ohio Revised Code section 4765.12 upon terms and conditions not inconsistent with the following:

A. Effective date and term of renewal. The contract shall be shall be effective January 1, 2008. It shall have an initial term of one year. The contract shall renew automatically on January 1st of each subsequent year for successive terms of one year until terminated by either party upon 90-days written notice to the other.

B. Payment. The EMS/medical director shall be paid \$2900 monthly for services rendered on or before the last day of each month, commencing with the month of January 2008. In the event of unforeseen circumstances, which would require additional hours outside of this agreement, the EMS medical director shall be compensated at the rate \$100 per hour. Such additional hours shall be approved in writing by both the EMS/medical director and the administration of the Colerain Township Department of Fire and EMS prior to the additional hours being worked.

C. Services to be provided. The agreement shall specify the minimum number of hours per month the EMS Medical Director shall be on site, riding with EMS crews, providing training to personnel, and performing other services, as may be deemed necessary by Chief of the Department of Fire & EMS.

2) G. Bruce Smith, Chief of the Department of Fire & EMS, is hereby authorized to execute an agreement with Donald A. Locasto upon terms and conditions no inconsistent with those set out in this Resolution.

Adopted in regular session on this 11th day of December 2007.

Fiedeldej: With the minimum hours, what is that? What is the number?

Reuter: It's estimated to be about 29. It's essentially a retainer agreement. It's not by the hour. So, there's a list of services that the physician is expected to perform for the \$2900. If there's additional work outside the list that is agreed to by the Fire Department and the physician, then, the agreed upon rate for those is \$100 per hour.

Fiedeldej: So it's a win-win, for the Doc when you go monthly. That's all; I'm just making a point if he works 20 hours this month and he has to work 33 next month, well then he charges extra.

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Corman: Chief, as an example, would that refer to something that would be a hazmat response?

Reuter: No, no. There's a list of services to be provided within the contract amount. If there's a service that's outside of the list,

Fiedeldey: Okay.

Reuter: ... then in advance of those services being rendered, then an agreement is reached between the physician and the Fire Administration as to what those are going to be and how it's going to take. Otherwise, it would be you bill us by the hour and for \$100 an hour and instead of a retainer agreement that you will provide these services on the list for \$2900 a month

Fiedeldey: Two ways of looking at it, I guess. Anyway, you know, as far as I'm concerned, if the Chief's happy and...

Chief Smith: I am, but let me fall on the sword first. You were right, I read the wrong number; it's not \$33,600 so it was \$34,800 is 12 X \$2900 so, you're right. I wanted to clear that up first. Mr. Corman asked a question about what might that be if there's some unusual or specialized response that we might need that's clearly beyond the scope of his duties that he is going to be performing every given month—the required duties that could come into play for that additional charge, but those are unusual events—something that I can't predict now and we hope won't happen

Fiedeldey: I defer to the Chief; he's the guy working with him. So is there a motion to approve?

Ritter: So moved.

Corman: Second.

Harlow: Mr. Corman?

Corman: Aye.

Harlow: Mr. Fiedeldey?

Fiedeldey: Aye.

Harlow: Mr. Ritter?

Ritter: Aye.

Smith: Thank you

ZONING

Text Amendment Journalization

Fiedeldey: Under Zoning, Dr. Roschke, under unfinished business.

Roschke: Have the two resolutions to approve. The text amendment to the zoning resolution first. Resolution adopting amendments to provisions of zoning resolution relating to technical corrections, Case ZA2007-04. Whereas the Board of Trustees on October 9, 2007 conducted a public hearing pursuant to Ohio Revised Code 519.12 on certain text amendments to the Colerain Township Zoning Resolution initiated by the Colerain Township Zoning

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Commission as Colerain case number ZA2007-04, and whereas on November 13, 2007 the Board continued this consideration of the proposed text amendment and at the conclusion of the public hearing voted unanimously to accept the recommendations of the Zoning Commission as to certain provisions; to modify the recommendations of the Zoning Commission as to other provisions; and to reject the recommendation of the Zoning Commission on the remainder of the provisions-- all as set out as on Exhibit A attached hereto. Now therefore be it resolved by the Board of Trustees of Colerain Township, Hamilton County, Ohio, that the Board does hereby adopt the amendments to the Colerain Township Zoning resolution, attached hereto as Exhibit A. Adopted in regular session on this 11th day of December 2007.

Fiedeldey: Motion to approve?

Corman: So moved.

Ritter: Second.

Harlow: Mr. Corman?

Corman: Aye.

Harlow: Mr. Fiedeldey?

Fiedeldey: Aye.

Harlow: Mr. Ritter?

Ritter: Aye.

Roschke: Thank you.

Roschke: The second is resolution adopting amendments to provisions of zoning resolution relating to recreational vehicle parking regulations, Case ZA2007-05. Whereas the Board of Trustees on June 12, 2007 adopted resolution 25-07 initiating proposed text amendments to the Colerain Township zoning resolution relating to recreational vehicle parking and storage within Colerain Township, and whereas said proposed text amendments were forwarded to the Colerain Township Zoning Commission by the Trustees in July of 2007 as Case ZA2007-05 and were considered by the Commission at its meetings in August, September, and October of 2007, and whereas by motion and vote at its regular meeting on October 16th, the Zoning Commission recommended certain revisions to the text amendments proposed by the Board of Trustees, and whereas the Board of Trustees held a public hearing on November 13, 2007 and at the conclusion of the public hearing voted unanimously to accept the recommendation of the Zoning Commission as to certain provisions, to modify the recommendations of the Zoning Commission as to other provisions, and to reject the recommendations of the Zoning Commission on the remainder of the provisions--all as set out on Exhibit A attached hereto. Now therefore be it resolved by the Board of Trustees of Colerain Township, Hamilton County, Ohio, that the Board does hereby adopt the amendments to the Colerain Township Zoning resolution, attached hereto as Exhibit A. Adopted in regular session on this 11th day of December 2007.

Fiedeldey: Motion to approve?

Corman: So moved.

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Ritter: Second.

Harlow: Mr. Corman?

Corman: Aye.

Harlow: Mr. Fiedeldey?

Fiedeldey: Aye.

Harlow: Mr. Ritter?

Ritter: Aye.

Roschke: And if you would like to extend the moratorium to your chosen date?

Fiedeldey: I think we should do that – since we passed the zoning text. The current moratorium that's in place, I would like to make a motion that that shall cease, April 1 of 2008, and at that point in time the zoning text will be enforced

Ritter: So moved.

Corman: Second

Fiedeldey: You okay with that, Mr. Reuter?

Reuter: Yes.

Harlow: Mr. Corman?

Corman: Aye.

Harlow: Mr. Fiedeldey?

Fiedeldey: Aye.

Harlow: Mr. Ritter?

Ritter: Aye.

Fiedeldey: So they have until April 1st. Under Legal, Mr. Reuter, are you going to deal with the Best Buy....

Reuter: Here there's one more item under Dr. Roschke's.

Roschke: I'm not finished. I was hoping to ignore that one but they won't let me.

Fiedeldey: I'm sorry. I'm sorry.

Yellowstone Fence

Roschke: You had requested of Trinity Development that they install a fence along their southern property line in response to the request of neighbors on Yellowstone Drive. You have in front of you a letter that I received today from Mark Smith of Trinity Development in response to that request. Mr. Smith regrets that he cannot be here tonight for this meeting, but he did send this letter. As you can see, they are telling us that they do not intend to put in such a fence. They feel that they have adequately landscaped and done what was required and have gone above and beyond, and they feel that the landscaping as it grows

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in over the next few years will be more than adequate. And they are saying respectfully no to your request.

Fiedeldey: Well, just as a comment, you know, why didn't they tell us this a year ago or whenever it's been? I guess that's the part that aggravates me more than anything. Mr. Ritter, any comments?

Ritter: Well, Mr. Freeland, I think you guys went sideways when you involved the EPA. I think the buffer that was originally there in the plan was pretty substantial and would have provided a lot of cover.

Freeland: So that's the reason you're going to use? You changed the plans on us and didn't tell us. So it's in black and white; it's on the blueprints. Mr. Corman tonight said you guys are responsible for spending of the Township money. You guys want to waste money on this, we'll go that route. Who represents the township in such a case? Mr. Reuter?

Ritter: Mr. Reuter, yeah.

Reuter: Yes,

Freeland: So you think it's a no shot deal, huh? You think you can win the case?

Reuter: I'll respectfully decline to litigation

Freeland: Okay, but you better look it over and tell them.

Reuter: Let me finish. I respectfully decline to evaluate litigation in open meeting.

Freeland: Okay, I understand.

Reuter: And I'm sure you can appreciate the reasons for that. I know that your point is rhetorical, but I just can't help you.

Freeland: Alls I know is I'm not a lawyer, but I know it's in black in white. It's on the blueprints that were okayed by Zoning. It states that a fence will be determined, and you gave me the run around on that. So, I mean, I have all the evidence I need, so I guess I'll see you in the courtroom.

Fiedeldey: Dr. Roschke, have you or anybody else been out—have you been out there really and looked at what they have done?

Roschke: I was out there today.

Fiedeldey: Behind Mr. Freeland's house?

Roschke: Umhm.

Fiedeldey: What's there? Have they planted trees?

Roschke: Yes, they planted all the trees that were indicated on the approved landscape plan.

Fiedeldey: The last when you guys did something this past summer?

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Roschke: That was a separate issue—along where the wall behind Meijer-- that was a completely separate area and a separate issue. There was plantings there which were additional because of trees that fell over when the wall collapsed and the ground subsided. The other end of the property-- from the end of that wall to Mr. Freeland's property has been landscaped according to the plans that were approved.

Fiedeldey: Can you kind of describe to the Board what, you know, what they did?

Roschke: There's a mixture of evergreen and deciduous trees planted near the property line and then along the slope between the backs of those properties and as it slopes down to that creek and to the parking lot. Like I said, it matches what was approved. He described there was a fence to be discussed, you know, during the many discussion that went on. I have the drawings that were submitted at that time, and the instruction was for them to go back and meet with the neighbors and come up with a plan agreeable to everyone. It is my understanding from Mr. Birkenhauer that Mr. Freeland attended those meetings at the beginning and then ceased to attend them and so was not part of the final decision of his neighbors. That's, you know, I wasn't there either so I can't speak for the specifics of the meetings, except within minutes and notices from those who were there. But what has been planted is what was finally decided and approved.

Fiedeldey: The best I can recall of Mr. Freeland's property is it was kind of a pretty gentle slope originally.

Roschke: Umhm.

Fiedeldey: And it's like Mr. Ritter brought up they had a wonderful buffer with big trees and they elected to challenge the development that was going to be put there. Actually, I had one of the residents tell me... I said, you know, this Board worked real hard and we increased that buffer by 25%--got the developer to do that, and they were going to leave these huge, big, beautiful oak trees. And so there was a couple of residents that thought they could either stop or delay-- actually they kind of indicated to me that they wanted to try to delay the development, and so they got the EPA involved. What eventually happened is that they lost all this wonderful buffer. But behind Mr. Freeland's house though, instead of being kind of gentle, it's like this is pretty steep behind his house now. So I guess when I look at that as far as people running through his yard, I would of probably believe it more when it was more gentle, but I can't believe it with the slope that's there now--that there just going to be traipsing through his yard

It's kind of disheartening. I can tell you as a Board member when you work darn hard to get a good buffer for residents, and then they go over here and fight behind your back and try to stop a project. I kind of know this because then they came to me and said: Gee, can you get our buffer back or can we do something else? And I said, you know you took this out of our hands and put it in the hands of the EPA. Maybe Mr. Freeland wasn't involved in all this. But I can tell you this, the Board worked darn hard to get that buffer and save the big trees, and the residents thought they could do something different. And it's been a problem since, I guess. I kind of heard you, I think, Mr. Ritter. What's your opinion of this?

Ritter: We agree completely.

Fiedeldey: Impossible.

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Ritter: Well, I must say I was here in the audience most of 2005 and I remember it exactly like you said, and I agree completely. I've been to Mr. Freeland's house; it slopes generally how you described. He does have a natural barrier there—if you want to call it a woods—whatever. I don't see people cutting through his yard simply because of that. I actually went inside his house, went in and looked out all the windows on his upper floor. He does have some light issues, but I think as Mr. Smith said in his letter, if you get the trees and plants to mature a little bit that will be mitigated somewhat. Again I think the barrier got compromised a lot when the original plan was trashed by the EPA. It's actually even worse, because if you look behind his house, that stream that they tried to put in there has a lot of standing water in the summer.

Corman: That was what the EPA ordered.

Ritter: Right, exactly.

Fiedeldey: I don't think there's supposed to be standing water there.

Ritter: Obviously that wasn't the intent. But that's the reality though, I think.

Fiedeldey: Well, he can drain it. Anyway, any comments, Mr. Corman?

Corman: No, I agree a hundred percent. I think we've exhausted everything we can to try to be accommodating. And, I can understand his frustration, but, you know, I think the issue has to come with some of the people that was involved in the neighborhood that pulled in this 11th hour issue of the EPA in trying to shut it down to save a blue stream or create one—actually they were doing even better—they were doing improvements on it.

Fiedeldey: Septic system runoff.

Corman: You know they brought the EPA in on that. It's amazing that the EPA stands in to interfere with a good redevelopment of— an economic redevelopment— you have to kind of squeeze him to get his words on the plans (unintelligible). But, that's what, you know, play the game, you get (unintelligible).

Fiedeldey: I think what I've heard here, Mr. Reuter, that the Board, we feel that the last couple of years we've worked very hard to try to accommodate Mr. Freeland. I do recall he wasn't here at the beginning when everything was being taken care of. When he came about, it seems like the project was well underway. I do recall, I guess, the Best Buy that was kind of being in his back yard there, that we either removed lights or lowered lights to do everything that we could to accommodate him. It isn't like we've ignored him but tried to help him in any way we can. But there's a point in time when I think we did all we could do. There's a few residents on that street elected to work against us. I don't know what else we can do— we're not going to put up the fence for them. And I guess let it take its course. Your thoughts?

Corman: Unfortunately, that's the way it's got to go.

Reuter: I understand the Board's position and I think that I ought to evaluate any possible legal claim and tell you about that later.

Fiedeldey: I understand.

Reuter: Okay.

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Fiedeldey: Anyway, Dr Roschke, I jumped over you before. Is that all you have?

Roschke: Yeah.

Fiedeldey: The Best Buy, I'm going to ask to skip over that. I just got it that thing today personally.

Note from Fiscal Officer: transcription concludes here. Minutes resume.

LEGAL

Best Buy TIF

Mr. Reuter said this will be postponed to next meeting.

ADMINISTRATION

2008 Temporary Appropriations

Mr. Foglesong read the 2008 Temporary Appropriations in summary form:

2008 TEMPORARY APPROPRIATION SUMMARY		
FUND ACCOUNT		TEMPORARY APPRO.
#	NAME	AMOUNT
1000	GENERAL	\$ 7,582,096.00
2011	MVLT	\$ 39,100.00
2021	GASOLINE	\$ 280,000.00
2031	ROAD & BRIDGE	\$ 1,215,000.00
2081	POLICE DISTRICT	\$ 4,979,700.00
2111	FIRE DISTRICT	\$ 10,982,150.00
		\$ -
2141	ROAD DISTRICT	
2181	ZONING	\$ 569,000.00
2231	PMVLT	\$ 445,000.00
2261	PD DRUG ENFORCEMENT	\$ 8,000.00
2271	PD DUI	\$ 6,000.00
2281	EMSS	\$ 1,445,000.00
2901	NGM TIF/ Target TIF after 2000	\$ 200,100.00
2902	RECYCLING INCENTIVE	\$ 60,000.00
2903	COLERAIN SQUARE TIF	\$ 350,000.00
		\$ -
2904	PROJECT IMPACT FEMA	
		\$ -
2905	HMPG	
2908	CDBG (pass through)	\$ 180,000.00
3101	BOND RETIREMENT(GOV BLDG)	\$ 110,000.00
3102	BOND RETIREMENT(PARKS)	\$ 319,000.00
3103	BOND RETIREMENT(PW BLDG)	\$ 222,030.00
3301	BOND RETIREMENT(FIRE DIST)	\$ 251,070.00
2401	LIGHTING ASSESMENTS	\$ 117,000.00

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4401	SCIP (Shuster)(pass through)	\$	245,000.00
	TOTAL	\$	29,605,246.00

Mr. Ritter said that he spoke with Mr. Foglesong off-line about this. Mr. Ritter said that he is very sensitive about the promises we made to the citizens.

Mr. Fiedeldey spoke about plans for master plans, which were put on hold because of the corner. He feels we should now go forward with that plan. Mr. Ritter agrees that we should go ahead with RFQ's, not expenditure.

Mr. Ritter made such motion and Mr. Corman offered the second. The roll was called:

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

Aggregation Contract

Mr. Foglesong requested the Board's approval to sign the master service agreement.

Mr. Corman made such motion and Mr. Ritter offered the second. The roll was called:

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

NEW BUSINESS

FIRE DEPARTMENT

Part-time Pay Rate Changes

Chief Smith requested a pay rate change for Brian R. Lakes and Keith Lainhart, to Firefighter/EMT/FAO, at a rate of \$13.04/hour, effective December 5, 2007.

Mr. Corman made such motion and Mr. Ritter offered the second. The roll was called:

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

Part-Time Hire

Chief Smith requested the Board hire Alicia Henson as a part-time paramedic only, at a rate of \$13.46/hour.

Mr. Corman made such motion and Mr. Ritter offered the second. The roll was called:

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

PUBLIC WORKS

Pay Journalization

As information, Mr. McClain said two employees scheduled for a step increase to Maintenance Worker I (classification 2-C) in accordance with the collective Bargaining agreement:

- Mr. Paul L. Schwab II effective January 3, 2008
- Mr. Daniel R. Schulte effective January 29, 2008

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Hire Part-Time/Seasonal Employee

Mr. McClain requested the Board hire Gary Martin as a part-time seasonal Maintenance Worker IV (Classification 13D) at \$10.84 hr, to aid in snow & ice removal services. This individual has Commercial Driver's License (CDL's) and is qualified to drive salt / snow plow trucks and will be called in when and as needed to aid in snow and ice removal services. Effective December 12, 2007. Mr. Corman made such motion and Mr. Ritter offered the second. The roll was called:

- Mr. Corman. "Aye"
- Mr. Fiedeldey. "Aye"
- Mr. Ritter. "Aye"

PARKS AND SERVICES

Butler Rural Grant Application

Mr. Schwartzhoff requested the Board's approval to apply for a Butler Rural Electric Community Connections grant, in the amount of \$5,000, to expand the playground at Heritage Park

Mr. Ritter made such motion and Mr. Corman offered the second. The roll was called:

- Mr. Corman. "Aye"
- Mr. Fiedeldey. "Aye"
- Mr. Ritter. "Aye"

ZONING

Nuisance Abatement Resolution

Dr. Roschke read Resolution 64-07, which authorized the abatement, control or removal of any vegetation, garbage, refuse or other debris.

Mr. Corman made such motion and Mr. Ritter offered the second. The roll was called:

- Mr. Corman. "Aye"
- Mr. Fiedeldey. "Aye"
- Mr. Ritter. "Aye"

Vehicle Replacement

Dr. Roschke said the Department's mini van is about 11 years old and the needed repairs are more than the re-sale value of the vehicle. She said they could use something smaller and more fuel efficient. A seminar she attended suggested not using an old police car as the police can be intimidating to some residents and property maintenance should be more proactive, not enforcement.

Mr. Ritter said that he is skeptical of the police car comment. He asked Dr. Roschke for more a detailed analysis.

Mr. Fiedeldey said that he had a hard time with a vehicle with 57K miles on it as "worn out." He asked about the maintenance records. Mr. Foglesong said each department head is responsible for the maintenance of their vehicles.

LEGAL

Elected Official Salary and Health Care

Mr. Reuter said that the Board is adopting the compensation schedule from the Ohio General Assembly and read Resolution 65-07, "Resolution Establishing Trustees' and Fiscal Officer's Compensation."

Mr. Corman made such motion and Mr. Ritter offered the second. The roll was called:

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Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

ADMINISTRATION**2008 Dental Care Renewal**

Mr. Foglesong requested the Board approval the renewal of our dental care plan with Dental Care Plus, at a 4.96% increase. He said the price is good for two years. The costs will be \$24.37/month for an employee and \$77.45/month for a family.

Mr. Corman made such motion and Mr. Ritter offered the second. The roll was called:

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

Property and Casualty Coverage

Mr. Foglesong requested the Board approve our renewal with OTARMA for our property and casualty insurance for 2008. He noted that this price is at a 20% discount of what would price would have been without the three-year longevity program instituted last year.

Mr. Corman made such motion and Mr. Ritter offered the second. The roll was called:

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

FISCAL OFFICER REPORT

Mrs. Harlow asked for approval of payroll, purchase orders, and receipts.

Mr. Corman made such motion and Mr. Ritter offered the second. The roll was called:

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

The Fiscal Officer has recorded the following receipts:

<u>REC</u>	<u>VENDOR</u>	<u>FOR</u>	<u>AMOUNT</u>
573-2007	Police Dept.	Restitution from D. Dougan	90.00
574-2007	Parks & Services Dept.	Paper Recycling Dumpsters	16.23
575-2007	Senior & Comm. Ctr	PC Don, Rent Even Fee, Room Rent, HDM Don, Tran Don, Lunch	2,203.50
576-2007	Police Dept.	Non-voluntary Compliance & Immobilization Fees Sept.	100.00
577-2007	Fire & EMS Dept.	EMS Billings	8,545.84
578-2007	Fire & EMS Dept.	Cell Calls, Name Plates, Donations, CTTC Capital Credits, Reports, Commissary,	3,240.19

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		Signs	
579-2007	Police Dept.	Honor Guard Don, Court Reimb.	118 00
580-2007	Fire & EMS Dept.	Plan Review	35.00
581-2007	David Foglesong	Cell Phone	7.00
582-2007	Target Stores	TIF Shortfall Payment	82,492.57
583-2007	Hamilton County Auditor	Motor Veh Aug, Permissive Motor Oct.	42,787.11
584-2007	Hamilton County Auditor	Tipping Fees	604.77
585-2007	Hamilton County Auditor	Local Hgwy – Nov, Gas Tax Nov	28,274.99
586-2007	Hamilton County Auditor	Personal Property 2 nd Half 2007	469,428.74
587-2007	Police Dept.	Donation, Salaries, Court Reimb, Mark Unger Disc Purchase	884.52
588-2007	OTARMA	Nov. Board Mtg.	715.43
589-2007	Planning & Zoning	Certificates, BZA	1,706.56
590-2007	Parks & Services	Cell Calls	4.00
591-2007	Fire & EMS Dept.	EMS Billings	56,906.09
592-2007	Fire & EMS Dept.	CTTC Rent, Signs, CPR, Reports, Commissary, Cell Calls, Fire Instructor Class, Tower Usage	6,4416.71
593-2007	Council on Aging	COA October	12,710.39
594-2007	State of Ohio	Liquor Permit Fees, Oct.	5,427.80
595-2007	Fifth Third Bank	Oct. Int. Now Acct.	40,317.74
596-2007	Fifth Third	Invest Interest Oct.	25,000.00
597-2007	Star Ohio	Star Int. Oct.	10,014.63
598-2007	Police Dept.	Court Reimb.	66.00
599-2007	Police Dept.	Drug, DUI & State Park Fines	1,300.77
600-2007	Planning & Zoning	Certificates	868.33
601-2007	Senior & Comm. Ctr.	Prog Fee, HDM Don, Tran Don, Lunch, Refresh	403.75
602-2007	Parks & Services Dept	AT&T Long Distance Calls	3.34
603-2007	Administration	Miscellaneous	3.00
604-2007	Public Works Dept.	Permits, Signs	187.25
605-2007	Hamilton County Auditor	20% Monies	40,025.00
606-2007	Fire & EMS Dept.	Plan Reviews	110.00

For the Police Department:

- From 2081-210-490 Supplies \$2,000.00
- From 2081-210-360 Contracted Services \$4,000.00
- From 2081-210-351 Electricity \$1,500.00

Total of \$7,500.00 to 2081-210-420

Take from:	add to:	Amount
1000-110-382-0008	1000-110-382-0000	\$21,100.00
2081-210-410-0000	2081-210-382-0000	\$ 1,166.00

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Take \$4.92 from 1000-110-121-0000 (salary Fiscal Officer) and adjust to 1000-110-111-0000 (Salaries Trustees)

Take \$71.03 from 1000-110-311-0000 (accounting and legal fees) and adjust to 1000-110-319-0000 (bank fees)

Mr. Corman made such motion and Mr. Ritter offered the second. The roll was called:

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

Mr. Reuter requested the Board meet in Executive Session to discuss the matter of Burwinkle vs. Fiedeldey, which is a case dealing with a gravel deposit in the Great Miami River. He would like to meet with the Board to discuss the plats.

Mr. Corman made a motion to set a special meeting for 5PM on Tuesday, December 18, 2007, for the purpose of discussing personnel matters and Mr. Ritter offered the second. The roll was called:

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

Mr. Corman made a motion to enter executive session and Mr. Ritter offered the second. No discussion and the roll was called:

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

At 10:25PM, the Board returned from Executive Session. Mr. Reuter requested the Board's approval to negotiate a formal settlement agreement to allow the Burwinkles to remove gravel from the north side of the line as established from the center line on the plat dated September 25, 2007. They can remove gravel for the purpose of allowing them access for irrigation for their property. This is not a determination of the line between Colerain Township and Crosby Township. The Burwinkles will need to adhere to the survey line and not to remove gravel from south of the line, as it's protected for the Township's boundary.

Mr. Corman made such motion and Mr. Ritter offered the second. The roll was called:

Mr. Corman. "Aye"
Mr. Fiedeldey. "Aye"
Mr. Ritter. "Aye"

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ADJOURNMENT

With no further business to come before the Board, at 10:30 PM, Mr Ritter motioned for adjournment. Mr. Corman offered a second

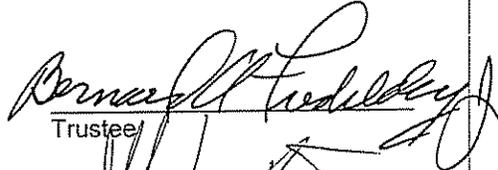
Mr. Corman. "Aye"

Mr. Fiedeldey. "Aye"

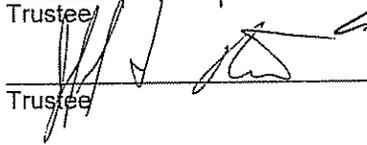
Mr. Ritter. "Aye"



Fiscal Officer



Trustee


Trustee

Trustee