



Regular Meeting of the Board of Trustees
January 7th, 2014

1. **Opening of Meeting – Fiscal Officer**
2. **Oath of Office – Administered by Law Director**
3. **Executive Session 5:30 PM**
4. **Invocation: 6:00 PM**
5. **Pledge of Allegiance**
6. **Election of President**
7. **Election of Vice President**
8. **Appointment of Law Director**
 - a. Pursuant to same terms and conditions as 2013
9. **Organizational Items (one motion)**
 - a. Appointment of Board President and Vice President to serve as members of the Fire Relief and Pension Fund Board
 - b. Appointment of Mr. Birkenhauer and Mr. Milz to serve as members of the HCDC TIRC
 - c. Appointment of Ms. Rinehart to serve as delegate and Mr. Birkenhauer to serve as alternate for Board of Directors of the OKI Regional Council of Governments
 - d. Appointment of Mr. Deters to serve as representative to Solid Waste Committee
 - e. Approval to continue employment and payment of part-time employees at current rates
 - f. Approval of all current contracts previously approved by the board
10. **Approval of Minutes**
11. **Presentations**

Recognition of Ken Lohr
12. **Public Hearing**
13. **Police Reports**
14. **Trustees' Report**

Appointment of Daniel Armbruster to fill the unexpired term of Doug Moore
expiring 12/31/2014

Appointment of Scott Taylor to a two year term expiring 12/31/2015
15. **Citizen Address**
16. **New Business**

Public Safety

Police

Chief of Police Appointment Action

COLERAIN

Northgate Mall – Contract for Services - 2014Action
Vehicle Replacement.....Action

Fire

Part-Time Pay Adjustment.....Action

Public Services

Community Center

Approval of Revised Facility Rental Guidelines.....Action

Zoning

Public Hearing on Zone Amendment for Soccer City From R-4 to B-2Action

Request for Public hearing on Text Amendment to the Zoning Resolution on
January 28th, 2014Action

Request for Public Hearing on Major Amendment to the Final Development Plan for Stone Creek
Town Center on January 28th, 2014..Action

Administration

Amended Temporary Appropriations for 2014Action

Approval of Resolution Requesting the County Auditor to Make Advance Payments of TaxesAction

Resolution of Necessity for Levying a Tax Exceeding Ten-Mill Limitations for Police and Emergency
Medical Services.....Action

12. Fiscal Officer's Report

13. Public Hearing

14. Executive Session - if needed

15. Adjournment

Resolution # 1-14

NEW BUSINESS

Department: Colerain Police Department

Department Head: Daniel P. Meloy, Director of Public Safety

1. Action (Include rationale)

a. Personnel

Action – Chief of Police Appointment

I am requesting the Board of Trustees approve the appointment of Lieutenant Mark Denney as the next Chief of Police for the Colerain Police Department. Lt. Denney is currently a lieutenant and is well qualified for the position of Chief. His appointment as Chief of Police is effective immediately upon Board approval and his receiving the Chief of Police Oath of Office.

b. Other

Action: Northgate Mall – Contract for Services – 2014

Resolution and Contract

Action: Vehicle Replacement

The Colerain Police Department is requesting the Board of Trustees authorize the purchase of three 2012 Toyota Camry vehicles from Joseph Toyota and one replacement police cruiser, through the State of Ohio bidding process. The purchase of the vehicles, equipment and labor for equipment installation will not exceed \$73,000.00.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular work session at 6:00 p.m., on the 7th day of January, 2014 at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dennis P. Deters, Jeffrey F. Ritter, and Melinda Rinehart

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

Resolution No. _____

Resolution Appointing Chief of Police

Whereas, Dan Meloy has accepted the position of Public Safety Director, and it is necessary for the Board of Trustees to appoint a Chief of Police; and

Whereas, the Board of Trustees believes that Mark Denney, currently a lieutenant in the Colerain Township Police Department is well qualified for the position of Chief.

Now, therefore, be it RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio that:

1. The Board of Trustees does hereby find that Mark Denney is well qualified for the position of Chief of Police, and specifically finds that he has the qualifications previously specified by the Township for that position, and his appointment would be in compliance with ORC Sec. 505.49.
2. The Board of Trustees does hereby appoint Mark Denney as Chief of Police of the Colerain Township Police Department and of the Colerain Township Police district pursuant to ORC Sec. 505.49
3. Mark Denney will serve at the pleasure of the Board. His annual salary shall be \$90,000, and he shall receive the same benefits as other full time non-union employees of the Township. His salary and benefits may be reviewed and modified from time to time as the Board may determine.
4. This appointment shall be effective on January 8, 2014.

Adopted this 7th day of January, 2014 in regular session.

BOARD OF TRUSTEES
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

Dennis Deters, Trustee

Melinda Rinehart, Trustee

Jeffrey Ritter, Trustee

Attest:

Heather E. Harlow, Fiscal Officer
Colerain Township

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 7th day of January, 2014.

Heather E. Harlow,
Colerain Township Fiscal Officer

The Board of Trustees of Colerain Township, County of Hamilton, Ohio, met in regular session at 6:00 p.m., on January 7, 2014, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mr. Dennis Deters, Ms. Melinda Rinehart, and Mr. Jeff Ritter

Mr./Ms. _____ introduced the following resolution and moved its adoption. Mr./Ms. _____ seconded the motion.

RESOLUTION NO. _____ - 14

**COLERAIN POLICE DEPARTMENT AND NORTHGATE MALL, LLC
AGREEMENT FOR POLICE SERVICES**

This Agreement for Police Services ("Agreement") is made and entered into this _____ day of January, 2014, by and between the Board of Township Trustees of Colerain Township, Hamilton County, Ohio, hereinafter referred to as "Township" and the Northgate Mall, LLC, Dallas, TX, hereinafter referred to as "Northgate Mall."

WITNESSETH:

WHEREAS, the Township currently maintains regularly scheduled police service to Colerain Township; and

WHEREAS, the Northgate Mall has determined a contract of said police service specific to the shopping center generally known as Northgate Mall, Hamilton County, Ohio, would be of benefit to all customers and employees of the Northgate Mall; and

WHEREAS, the Colerain Township Board of Trustees has determined that entering into a contract to provide police service to the Northgate Mall will benefit the residents of Colerain Township; and

WHEREAS, the Township and the Northgate Mall desire to enter into such an agreement for a police service for the Shopping Center.

NOW, THEREFORE BE IT AGREED by and between the Township and the Northgate Mall, as follows:

1. The Township shall provide all necessary labor, supervision, vehicle, equipment, and supplies to maintain and provide the police & security services described herein including but not limited to monitoring the Northgate Mall security cameras from off-site Police headquarters on a periodic basis.

2. The Township will schedule one police officer to patrol the Shopping Center 24 hours a day, seven (7) days per week. The start time for the schedule will be determined by the Chief of Police for Colerain Police Department and the Northgate Mall. The officer will also thoroughly investigate reports of crime, proactively address issues related to the safety and security of the Mall property and its tenants and provide or solicit qualified persons or police personnel as a means of providing resources on requested law enforcement related issues.
3. The Township will schedule one additional police officer to the Shopping Center six (6) hours a day, seven (7) days per week. The officer will work from 5 pm to 11 pm each day. The officer will also thoroughly investigate reports of crime, proactively address issues related to the safety and security of the Mall property and its tenants and provide or solicit qualified persons or police personnel as a means of providing resources on requested law enforcement related issues.
4. Specific duties and responsibilities of the officers that patrol will be included in a job description for that position, written by the Chief of Police and the Northgate Mall, or its designee.
5. The expense of this service shall be borne by Northgate Mall as follows:
 - a. "Attachment A" sets forth the expenses for the provision of all services under this contract. The Township will invoice the Northgate Mall on a monthly basis to reflect 1/12th of the agreed upon expenses associated with the service.
 - b. The contracting parties have reviewed the estimated expenses of this policing service attached to and made a part of this Agreement. The parties agree that the Northgate Mall is responsible only for the costs provided in "Attachment A."
6. The officers and equipment hereby under contract will, at all times, be under the direct supervision and control of the Colerain Police Department (to perform those tasks and duties set out in the job description mentioned above) 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 Shopping Center and that most benefit the mission of the Police Department and Northgate Mall while not being contradictory to police procedure or policies of the Colerain Police Department.
7. All records of performance of services will be maintained by the Colerain Police Department. The Colerain Police Department will conduct quarterly and yearly evaluations of officers assigned to provide police services to Northgate Mall and

its properties. Colerain Police supervisors will seek input from Northgate Mall personnel while preparing these reviews.

8. The term of this Agreement shall be for a term of one year, beginning January 1, 2014, and ending December 31, 2014
9. 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. Either party may request a revision of the Agreement, or terminate this Agreement, by service of written notice upon the other party, at least thirty (30) days prior to cancellation of the Agreement.
10. Colerain Township reserves the right to assign the police officers who patrol Northgate Mall, in accordance with the contract; provided, however, nothing herein prevents Northgate Mall from requesting a replacement of who it believes is not adequately performing his/her duties. All officers patrolling the Northgate Mall, in accordance with this contract will remain, at all times, employees of Colerain Township.
11. Each party shall be liable for its own acts to the extent provided by law.
12. The Township agrees that all insurance required to adequately cover vehicles, personnel, and equipment used by the Township in the provision of the selected services will be provided by the Township.
13. 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
14. That this Resolution shall be effective at the earliest date allowed by law.

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

Vote Record: Mr. Deters _____, Mr. Ritter _____, Ms. Rinehart _____

WITNESS the signature of the parties aforesaid, this _____ day of January, 2014.

T. Northgate Mall, LLC, a Texas limited
liability company

Colerain Township
Board of Trustees

By: GP T. Northgate Mall., a Texas
Corporation, its Manager

Zeshan Tabani. Vice President

Mr. Dennis Deters, Trustee

Ms. Melinda Rinehart, Trustee

Mr. Jeff Ritter, Trustee

ATTEST:

Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of January, 2014.

Heather E. Harlow,
Colerain Township Fiscal Officer

(Attachment "A")

COLERAIN POLICE DEPARTMENT CONTRACT SERVICE COSTS

Costs and Expenses as defined in Colerain Police Department proposal:

Contract Year One - The expense for services provided to the Tabani Group and Northgate Mall in the agreement is \$285,000. The Township will invoice the Tabani Group and Northgate Mall in 12 equal billings statements of \$23,750.00 per month. As defined in the contract, the expenses will not exceed \$285,000.00. .

Agenda Packet

Department: Fire

Department Head: Chief Smith

1. Action (Include rationale)

- a. Personnel Part time Pay Adjustment (attached)
- b. Policy
- c. Other

2. Information

- a. Other

COLERAIN TOWNSHIP

Department of Fire and Emergency Medical Service

3251 Springdale Road - Cincinnati, Ohio 45251-1505

NOTIFICATION -Change of Status/Change of Pay

For Meeting of
1-14-14
Effective date
12-4-13

Name Justin Poppe (198)

Rank: Basic Firefighter/ Medic Current Status: Active

Date: 4/25/2013 12-4-13

(☒) Change of Pay Status Change to: \$16.61

1. (☐) 1st. year Rate for Recruit Class Graduate
2. (☐) Basic Firefighter/EMT
3. (☐) Firefighter/EMT/FAO
4. (☐) Paramedic (Prior to obtaining 1A certification)
5. (☐) Paramedic (With 1A certification)
6. (☐) Firefighter/Paramedic
7. (☒) Firefighter/Medic/FAO
8. (☐) Part-time Lieutenant
9. (☐) Part-time Captain
10. (☐) Part-time Division Chief

This Change must be countersigned by either the EMS Chief or Training Director for the applicable change

(☒) Change Of Status

- 1 (☒) Promotion to Rank/Position Of: Firefighter/Medic/FAO
- 2 () Probationary (Including Training ect.)
- 3 () Regular
- 4 () Suspension-From: _____ To: _____
- 5 () Leave of Absence, Type: _____
- 6 () Leave of Absence, From: _____ To: _____
- 6 () Dismissal-Termination
- 7 () Resignation () With Letter () Without Letter

Remarks _____

Employee Signature: _____

Training Captain: _____

Division Chief: _____

Assistant Chief: _____

Deputy Chief: _____

Effective Date 12/4/2013 (For Office Use Only)

Computer entry verified: _____ Date: _____

NEW BUSINESS

Department: Community Center

Department Head: James Rowan

I. Approval of Revised Facility Rental Guidelines

- Recommend approval of the revised facility rental guidelines retroactive to 1/1/14.



Colerain Township Community Center

Rental Agreement for Events and Meetings

This Agreement is made this _____ day of _____ by and between the Board of Trustees of Colerain Township ("Colerain Township" or the "Township") whose address is 4300 Springdale Road, Colerain Township, Ohio 45251 and _____ (the "User") whose address is and whose telephone number is _____

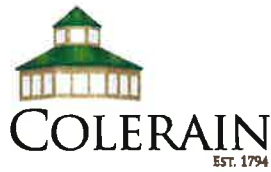
For good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

Colerain Township hereby agrees to rent to User, and User hereby agrees to rent from Colerain Township, the Community Center premises on _____ from _____ (event commencement) to _____ (event conclusion) (the "Rental Period"), excluding set up, tear down, and additional rental periods. User is renting the Community Center premises during the Rental period for a _____ which User projects will be attended by a maximum of _____ people.

The terms and conditions of this rental Agreement are as follows:

Eligibility to Rent the Community Center

1. User acknowledges and agrees that he/she must abide by the occupancy rating for the Community Center as established by the Fire Department and may not exceed the number of occupants designated by the Fire Department for any reason. By executing this Agreement, the User represents that he/she meets this eligibility requirement and agrees to provide the Township with a confirmation of the actual attendance number if requested to do so. User further acknowledges and agrees that Colerain Township has the absolute right to limit the number of persons attending any event to fewer than the maximum occupancy number designated by the Fire Department.



Colerain Township Community Center

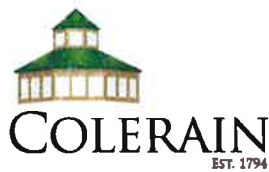
Rental Agreement for Events and Meetings

Events

2. An Events rental includes the following amenities:
 - a. Four (4) hour event time rental;
 - b. Two (2) hour set-up TBD and (1) hour prior to Rental Period;
 - c. One half-hour tear down time immediately following Rental Period;
 - d. Room set up with tables and chairs;
 - e. Professional staff service.

Rental Period

3. The Rental Period stated above is mandatory and may only be extended or otherwise altered with the express permission of the Township. Should the User be granted an extension or other alteration of the Rental Period, he/she shall be responsible for the additional Rental Fees associated with that extension/alteration.
4. Unless agreed by the Event Coordinator in writing in advance, User's event must end no later than midnight.
5. Should User fail to exit the facility at the conclusion of the Rental Period (including previously approved extensions thereof), he/she agrees to pay a Late Exit Fee of two (2) times the established Additional Rental Fee for each hour he/she holds over beyond the Rental Period. The Late Exit Fee shall be paid as outlined in Paragraph 28.
6. Colerain Township reserves the right to schedule consecutive events in the Community Center (as well as consecutive and concurrent events in other facilities of the Community Center) and permission to extend the above designated Rental Period will not be granted when such extension will interfere with other events.
7. The User may have access to the Community Center during the Rental Period for viewing, set-up, and tear down. Such access must be coordinated with the Township Events Coordinator.



Colerain Township Community Center

Rental Agreement for Events and Meetings

Rental Fee

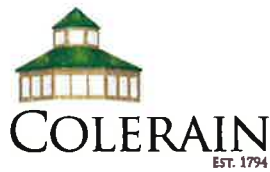
8. The Rental Fee for Events

Day of Week	Rental Fee
Hall A Friday/Saturday/Sunday	\$1000
Hall B Friday/Saturday/Sunday	\$500 Banquet Tables Only

9. The Rental Fee for Meetings

Day of Week	Rental Fee
Hall A Monday-Thursday	\$100/hr
Hall B Monday-Thursday (availability begins at 3:30pm)	\$50/hr Banquet Tables Only

10. Non-profits and local governments will receive a discount of 50% off the rental fee in 9 above and 13 below for meetings. The discounted rate is subject to verification of non-profit/local government status.
11. The fees outlined in 8 and 9 above are for short-term rentals. Long term rentals/arrangements would be subject to a separate agreement as approved by the Township Administrator.
12. The Rental Fee for the Rental Period set forth in the introductory paragraph of this Agreement is as specified in the Invoice provided to User and incorporated herein by this reference.



Colerain Township Community Center

Rental Agreement for Events and Meetings

Additional Rental Fee

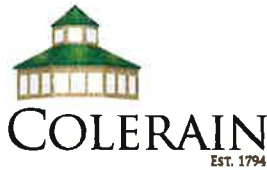
13. An Additional Rental Fee will be charged for any extension or alteration of the event time rental, set-up, and/or tear down times (approved in advance by the Township). This Additional Rental Fee will be assessed in accordance with the following fee schedule:

Day of Week	Additional Rental Fee (per hour interval)
Hall A Friday/Saturday/Sunday	\$150
Hall B Friday/Saturday/Sunday	\$100

14. User has requested and been approved for _____ in addition to the event time rental, set-up, and/or tear down time. The Additional Rental Fee and Township staffing is as specified in the Invoice provided to User and incorporated herein by reference.

Rental Deposit

15. A Rental Deposit in the amount of 50% of the total of the Rental Fee, Additional Rental Fee, if any, shall be paid upon execution of this Agreement. Under no circumstances will the Community Center be reserved for the User prior to payment of the Rental Deposit and the execution of this Agreement. The balance of the Rental Fee, Additional Rental Fee, if any, shall be paid no later than thirty (30) days prior to the Rental Period. If the User does not pay the balance of the Rental Fee, Additional Rental Fee, if any, at least thirty (30) days prior to the Rental Period, a late fee equal to ten percent (10%) of the balance of the Rental Fee, Additional Rental Fee, if any, shall be imposed. If the balance of the Rental Fee, Additional Rental Fee, if any, is not paid within ten (10) days of the Rental Period, the Township will consider the event canceled and shall be entitled to retain the Rental Deposit and other fees paid by User.
16. Payment of the entire Rental Fee, Additional Rental Fee, if any, is required upon execution of this Agreement in order to reserve the Community Center for a Rental Period taking place sooner than thirty (30) days from the date of the execution of the Agreement.



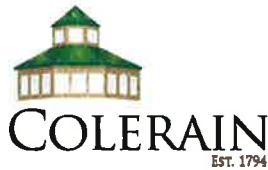
Colerain Township Community Center

Rental Agreement for Events and Meetings

Cancellation of Agreement

Refund of Rental Deposit/ Rental Fee

17. If Hamilton County issues a Level 3 Snow Emergency, this Agreement will be canceled. User may receive a full refund of the Rental Fee or may request credit for rental of the Community Center on an alternate date, subject to availability. Once the Township issues a full refund of the Rental Fee or agrees to schedule User for another available rental date, the Township shall have no further obligation to the User.
18. User may cancel this Agreement by written notice to the Township. Upon receipt of such notice, the Township shall make the Community Center available for reservation by others during the canceled Rental Period. If the Township is able to re-rent the Community Center during the canceled Rental Period, the User may, at his/her option: (1) use the previously-paid Rental Deposit or Rental Fee to schedule an event at the Community Center on an available date within twelve (12) months of the Rental Period; or (2) receive a refund of the Rental Deposit or Rental Fee, less a fifty dollar (\$50.00) administrative re-rental fee. Refunds shall be issued by mail, addressed to User at the address listed in the introductory paragraph of this Agreement, within sixty (60) days of receipt of an executed rental agreement and Rental Deposit for the re-rental of the Community Center. If the Township is unable to re-rent the Community Center during the canceled Rental Period, the User is obligated to pay to the Township a cancellation fee in the amount of the Rental Fee and Additional Rental Fee, if any, minus any Rental Deposit previously paid.
19. If User fails to arrive at the Community Center within one (1) hour of the beginning of the Rental Period, the Township shall consider the User to have canceled the Agreement. At that time, the Township may, at its option, close the Community Center, send its employees home, and prohibit User from utilizing the Community Center. If this Agreement is deemed canceled pursuant to this Paragraph, the Township shall retain the entire Rental Deposit or Rental Fee and additional fees, paid by User.
20. Colerain Township reserves the right to cancel this Agreement upon thirty (30) days written notice to the User. In the event that Colerain Township finds it necessary to cancel this Agreement, the Rental Deposit or Rental Fee paid by the User for the canceled Rental Period will be refunded to the User, and Colerain Township shall have no further obligation to the User.



Colerain Township Community Center

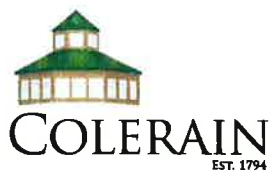
Rental Agreement for Events and Meetings

Use of Property

21. Except as outlined below and pursuant to Paragraph 28 of this Agreement, the User shall be entitled to use the Community Center during the Rental Period. By executing this Agreement, the User agrees to use the Community Center in a responsible manner for its intended purpose as a reception hall and for no unlawful or other purpose.
22. The User agrees to abide by the rules and regulations of the Community Center complex including, but not limited to, the policies governing alcoholic beverages.
23. The User agrees to abide by the following requirements/restrictions regarding decorations for his/her event:
 - a. All decorations are to be freestanding. Unless prior authorization is given by the Event Coordinator, no tape, tacks, nails, staples, or other adhesive or fastening devices may be used on walls, doors, windows, ceilings or furniture.
 - b. Open flames are prohibited. Candles may be used if enclosed in glass or other non-flammable holder. Containers holding candles must be taller than the tip of the candle's flame.
 - c. Smoke effects, fog machines, explosives or pyrotechnics are absolutely prohibited.
 - d. Rice, confetti, bird seed, straw, sand, glitter, metallic table scatters, silly string and aerosol fun spray are prohibited.
 - e. Flower/Rose petals may be placed on tables only. Flower petals may not be thrown or placed on the floors under any circumstances.
24. Under the Events and Meetings rental, user agrees that the hosts and/or guests will prepare and serve the food themselves and will follow the guidelines set by the Hamilton County Board of Health or have the event catered.

Deliveries and Pick-Ups

25. All deliveries and pick-ups related to User's event shall be scheduled with the Events Coordinator and shall be scheduled during the two-hour set-up interval permitted. Deliveries and pick-ups scheduled outside this time period may be subject to an additional se-up fee of fifty dollars (\$50.00) per hour.



Colerain Township Community Center

Rental Agreement for Events and Meetings

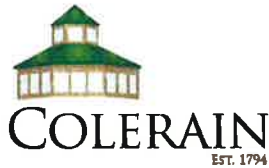
Duty to Provide Information to Township in Timely Manner

26. User understands and agrees that it is his/her responsibility to provide the Events Coordinator with the following information by the deadlines listed:

Information to be Provided	Deadline for Providing Information
Preliminary Guest List	At least 30 days prior to the Rental Period
Final Guest List	At least 10 days prior to the Rental Period
Requests for Special Set-Up Items, Furniture or Equipment	At least 30 days prior to the Rental Period
Deliveries and Pick-Ups Related to User's Event	At least 7 days prior to the Rental Period

Duty to clean-Up/Responsibility for Damage/Security Deposit

27. Client is responsible for busing tables. This clean-up does not include the removal of decorations or clean-up of damage beyond normal use, wear and tear. All decorations must be removed immediately following the Rental Period. Failure to remove all decorations and/or damages to the Community Center facilities, decorations, or property may result in additional clean-up fees which shall be paid as outlined in Paragraph 29. The fee for additional clean-up shall be based on the labor fee.
28. The User agrees that he/she shall be responsible for any and all damage, expenses, and losses, including theft and property loss, to any equipment, decoration, property, and/or facilities of the Community Center, other than normal wear and tear, which occurs during the course of the Rental Period and agrees to reimburse the Township for any such damage, expense, or loss regardless of whether such damage, expense or loss is caused by User, his/her invitees, agents, guests, vendors, or caterers. The reimbursement for such damages, expenses, or losses shall be paid as outlined in Paragraph 29. The reimbursement for such damage, expense, or loss shall be the vendor's billed cost, plus ten (10%), to repair any damage or replace any lost or stolen property. The vendor, the scope of work necessary, and whether replacement or repair of damaged items is necessary shall be determined by the Township, in its sole discretion.



Colerain Township Community Center

Rental Agreement for Events and Meetings

29. The User agrees to provide the Township with a valid credit card number at the time of his/her execution of this Agreement. The User authorizes the Township to use this credit card to obtain payment for any additional charges and fees which are incurred as a result of the User's cancellation, rental/use/misuse of Township facilities including, but not limited to, cancellation fees, late exit fees, additional clean-up fees and/or fees or costs to repair/replace materials, furnishing, equipment, or other items damaged or lost during the course of my rental. In addition, should the Township utilize the credit card to obtain payment for such additional charges and fees, the User authorizes the Township to assess and charge against the above referenced credit card, a processing fee equal to three percent (3%) of the total cost of fees, damages, expenses, or losses charged to the credit card. User understands and agrees that he/she may not be notified of the charges prior to the use of the credit card, but that the Township will provide User with a detailed summary of the charges within ten (10) days of the charges being assessed or within two (2) days of User's request for such summary. User understands and agrees that he/she is responsible for all fees and charges assessed pursuant to this Agreement, regardless of whether the charges/costs are accepted and/or paid by User's credit card company.

Cancellation of Event by Colerain Township

30. Colerain Township reserves the right to cancel User's event before or during the event should the Township determine that the User or his/her guests, invitees, or agents is/are in violation of any provision of this Agreement or is/are in violation of law. Colerain Township further reserves the right to cancel User's event before or during the event in instances where the Township determines, in its sole discretion, that the event, or the number of participants therein, is dangerous, disruptive, offensive, or damaging to the general welfare or reputation of Colerain Township. In cases where the event is canceled before the event, Colerain Township shall refund the Rental Fee, and Colerain Township shall have no further obligation to the User. In cases where the event is canceled during the event, no refund will be given.

Payment/Returned Check Charge

31. User may pay all fees and deposits required by this Agreement by cash, check, money order or credit card (Visa, MasterCard). Credit Card payments will be subject to a service charge of three percent (3%). An administrative charge of fifty dollars (\$50.00) shall be imposed for all returned checks.



Colerain Township Community Center

Rental Agreement for Events and Meetings

Waiver

32. The failure of the Township to insist in any one or more instances upon strict compliance with any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of the Township's right to thereafter require strict compliance to the same or other provisions of the Agreement.

Hold Harmless

33. The User shall indemnify and hold Colerain Township, its officials, employees, agents and assigns harmless from any and all losses, claims, demands, damages, suits or causes of action by any person, firm, association or corporation arising out of or connected in any way with the use of the Community Center premises by the User, his/her invitees, or guests.

Governing Law

34. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, and all obligations of the parties created under this Agreement are performable in Hamilton County, Ohio. Any action taken to enforce the terms and conditions of this Agreement shall be brought in the Common Pleas Court of Hamilton County, Ohio.

Parties Bound

35. This Agreement shall be binding on and inure to the benefit of the parties and their legal successors, if any.
36. This Agreement and the rights, privileges, or duties created hereunder shall not be assigned by either party without the prior written consent of the other party.

Legal Construction

37. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Complete Agreement/Prior Agreements Superseded

38. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of the Agreement.



Colerain Township Community Center

Rental Agreement for Events and Meetings

WHEREAS, both parties acknowledge that they have received a copy of this Agreement and agree to abide by the conditions stated herein.

COLERAIN TOWNSHIP BOARD OF TRUSTEES:

By: _____
Jim Rowan
Administrator

By: _____
Tawanna Molter
Events Coordinator

USER

By: _____
Signature

Printed Name

Home Telephone Number

Alternative Phone Number

NEW BUSINESS

Department: Building, Planning & Zoning

Department Head: Geoffrey G. Milz, AICP

1. Action (Include rationale)

- a. Personnel
- b. Policy
- c. Other

(1) Public Hearing on Zone Amendment for Soccer City from R-4 to B-2

(2) Request for Public Hearing on Text Amendment to the Zoning Resolution on January 28, 2014: This text amendment changes the terms of the members of the Zoning Commission and Board of zoning appeals from 5 years to 2 years.

(3) Request for Public Hearing on Major Amendment to the Final Development Plan for Stone Creek Town Center on January 28, 2014.

2. Information

- a. Other

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at ____ p.m., on the ____ day of January, 2014, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Dennis P. Deters, Jeffrey F. Ritter, Melinda Rinehart

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

RESOLUTION NO. ____ -13

Case No. ZA2013-0004

SOCCKER CITY, 5770 SPRINGDALE ROAD

Approval of a Zone Map Amendment

Parcel 510-230-60 – R-4 Residential District to B-2 General Business District

WHEREAS, the Applicant, Abercrombie & Associates, Inc., proposes a Zone Map Amendment; and,

WHEREAS, the Hamilton County Regional Planning Commission heard the case on November 7, 2013 and voted unanimously to recommend approval of the requested Zone Map Amendment; and,

WHEREAS, the Colerain Township Zoning Commission conducted its public hearing on the case on November 19, 2013, and after consideration of the recommendation of the Regional Planning Commission, and all public comments, exhibits, and other materials submitted, voted 5-0 to recommend approval of the application for a Zone Map Amendment with conditions; and,

WHEREAS, the Colerain Township Board of Trustees conducted its public hearing on the case on January 7, 2014, 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 Zone Map Amendment with conditions as set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees accepts the recommendation of the Colerain Township Zoning Commission for a Zone Map Amendment and that the Board of Trustees does hereby approve the request for parcel 510-230-60 to be designated as B-2 General Business District for the reason that the Zone Map Amendment would be in the best interest of the Township and 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 that the Zone Map Amendment shall be subject to the conditions set forth below:

1. That the zone change shall apply only to the portion of the parcel that is located east of I-275.

BE IT FURTHER RESOLVED, 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.

1. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action were taken in

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

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

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

Vote Record: Mr. Deters ___, Mr. Ritter ___, Ms. Rinehart ___

ADOPTED this ___ day of January, 2014.

BOARD OF TRUSTEES:

Dennis P. Deters, Trustee

Jeffrey F. Ritter, Trustee

Melinda Rinehart, Trustee

Attest:

Heather E. Harlow
Colerain Township Fiscal Officer

Resolution approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer
this ____ day of _____, 2013.

Heather E. Harlow
Colerain Township Fiscal Officer

NEW BUSINESS

Department: Administration

Department Head: James Rowan

Action:

- I. Amended Temporary Appropriations for 2014
 - a. Recommend approval of amended temporary appropriations for 2014 in the amount of \$32,096,907.52. This reflects a \$199,976 or .62% reduction to the overall temporary appropriations approved in December.
- II. Approval of Resolution Requesting the County Auditor to Make Advance Payments of Taxes
 - a. Recommend approval of resolution requesting the County Auditor to make advance payments of taxes for 2014.
- III. Resolution of Necessity for Levying a Tax Exceeding Ten-Mill Limitation for Police and Emergency Medical Services.
 - a. Recommend approval of resolution of necessity for levying a tax exceeding ten-mill limitation for Police and Emergency Medical Services at a rate of 1.95 mills.

2014 TEMPORARY APPROPRIATIONS

17/2014

FUND	NAME	2014 Temporary Appropriations	2014 Revised Temporary	\$ CHANGE Appropriations	% CHANGE Appropriations	NOTES
1000	GENERAL	\$ 4,636,136.00	\$ 4,530,140.00	\$ (105,996.00)	-2.29%	Transfers
2011	MVLT	\$ 35,000.00	\$ 35,000.00	\$ -	0.00%	
2021	GASOLINE	\$ 300,000.00	\$ 300,000.00	\$ -	0.00%	
2031	ROAD & BRIDGE	\$ 901,671.00	\$ 957,580.00	\$ 55,909.00	6.20%	Shifting of Salaries (Administrative Assistant)
2081	POLICE DISTRICT	\$ 6,050,166.00	\$ 6,245,443.00	\$ 195,277.00	3.23%	Public Safety Director, Training (Reserves), IT Cost
2111	FIRE DISTRICT	\$ 11,603,958.00	\$ 11,335,308.00	\$ (268,650.00)	-2.32%	Sharing, Nov-Jan Hamilton County Sheriff
2181	ZONING	\$ 373,716.00	\$ 380,156.00	\$ 6,440.00	1.72%	Budget Adjustments
2231	PMVLT	\$ 659,808.00	\$ 695,757.00	\$ 35,949.00	5.45%	Shifting of Benefits (Administrative Assistant)
2261	PD DRUG ENFORCEMENT	\$ 30,000.00	\$ 70,000.00	\$ 40,000.00	133.33%	DEA Forfeitures/Equipment/Vehicle
2271	PD DUI	\$ 2,000.00	\$ 1,896.00	\$ (104.00)	-5.20%	Budget Adjustments
2281	EMSS	\$ 1,609,000.00	\$ 1,596,264.00	\$ (12,736.00)	-0.79%	Budget Adjustments
2401	LIGHTING ASSESMENTS	\$ 152,267.00	\$ 141,569.00	\$ (10,698.00)	-7.03%	Budget Adjustments
2902	RECYCLING INCENTIVE	\$ 22,030.00	\$ 21,053.00	\$ (977.00)	-4.43%	Budget Adjustments
2907	TIF (STONE CREEK)	\$ 1,820,981.00	\$ 1,820,652.00	\$ (329.00)	-0.02%	Budget Adjustments
2908	CDBG (PASS THROUGH)	\$ 122,500.00	\$ 122,500.00	\$ -	0.00%	
2910	TIF (BEST BUY)	\$ 490,641.00	\$ 490,673.00	\$ 32.00	0.01%	Budget Adjustments
2911	PARKS & SERVICES	\$ 1,898,980.00	\$ 1,828,912.00	\$ (70,068.00)	-3.69%	Shifting of Salaries (Administrative Assistant)
2912	COMMUNITY CENTER	\$ 323,247.00	\$ 259,222.00	\$ (64,025.00)	-19.81%	Programming Changes
3101	BOND RETIREMENT(GOV BLDG)	\$ 107,387.50	\$ 107,387.50	\$ -	0.00%	
3102	BOND RETIREMENT(PARKS)	\$ 305,761.26	\$ 305,761.26	\$ -	0.00%	
3103	BOND RETIREMENT(PW BLDG)	\$ 213,442.50	\$ 213,442.50	\$ -	0.00%	
3104	BOND RETIREMENT (CLIPPARD)	\$ 218,400.00	\$ 218,400.00	\$ -	0.00%	
3104	BONDS - STREET SCAPE	\$ 178,100.00	\$ 178,100.00	\$ -	0.00%	
3301	BOND RETIREMENT(FIRE DIST)	\$ 241,691.26	\$ 241,691.26	\$ -	0.00%	
4403	OPWC (BELHAVEN/FLAMINGO)	\$ -	\$ -	\$ -	0.00%	
4406	COMMUNITY DEVELOPMENT	\$ -	\$ -	\$ -	0.00%	
4408	CDBG (SKYLINE)	\$ -	\$ -	\$ -	0.00%	
4409	PWC (BREEZY)	\$ -	\$ -	\$ -	0.00%	
	TOTAL	\$ 32,296,883.52	\$ 32,096,907.52	\$ (199,976.00)	-0.62%	

Notes:

-Budget adjustment changes due to changes in 2013 actual expenditures.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular work session at 6:00 p.m., on the 7th day of January, 2014 at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Dennis P. Deters, Jeffrey F. Ritter, and Melinda Rinehart

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

Resolution No. _____

Resolution Requesting the County Auditor to Make Advance Payments of Taxes

Pursuant to Ohio Revised Code 321.34

Be it Resolved by the Township Trustees of Colerain Township, Hamilton County that

Whereas, the Ohio Revised Code allows a taxing authority to request payment from the County Auditor funds derived from taxes or other sources to the County Treasurer, which may be held on account of a local subdivision;

Therefore, be it resolved by the Board of Trustees of Colerain Township, Hamilton County, Ohio:

Section 1. That the Auditor and Treasurer of Hamilton County in accordance with Ohio Revised Code 321.34, be requested to draw and pay to Colerain Township upon the written request of Heather E. Harlow, Fiscal Officer, or James Rowan, Township Administrator, to the County Auditor, funds due in any settlement of 2014 derived from taxes or other sources, payable to the County Treasurer to the account of Colerain Township, and lawfully applicable for purposes of the current fiscal year.

Section 2. That the Fiscal Officer of Colerain Township shall forward to the County Auditor a certified copy of this Resolution.

Adopted this 7th day of January, 2014 in regular session.

BOARD OF TRUSTEES
COLERAIN TOWNSHIP
HAMILTON COUNTY, OHIO

Dennis Deters, Trustee

Melinda Rinehart, Trustee

Jeffrey Ritter, Trustee

Attest:

Heather E. Harlow, Fiscal Officer
Colerain Township

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 7th day of January, 2014.

Heather E. Harlow,
Colerain Township Fiscal Officer

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio,
met in regular session at _____ p.m., on the 7th day of January, 2014, at the Colerain
Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the
following members present:

Dennis P. Deters, Jeffrey F. Ritter, Melinda Rinehart

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

RESOLUTION NO. _____-14

**RESOLUTION OF NECESSITY FOR LEVYING A TAX EXCEEDING TEN-MILL LIMITATION
FOR POLICE AND EMERGENCY MEDICAL SERVICES**

WHEREAS, the amount of taxes which may be raised within the ten mill limitation will be
insufficient to provide an adequate amount for the necessary requirements of Colerain
Township, Hamilton County, Ohio; and

WHEREAS, a resolution declaring the necessity of levying a tax under Ohio Revised Code
5705.19 outside the ten-mill limitation must be passed and certified to the county auditor of
Hamilton County in order to permit the Board of Trustees to consider the levy of such a tax and
must request that the county auditor certify to the Board of Trustees the total current tax
valuation of Colerain Township and the dollar amount of revenue that would be generated by
the tax; and

WHEREAS, Ohio Revised Code 5705.19 provides that a taxing authority may levy a continuing
tax for the purpose of providing and maintaining motor vehicles, communications, other
equipment, buildings, and sites for such buildings used directly in the operation of a police
department, or the payment of salaries of permanent or part-time police, communications, or
administrative personnel to operate the same, including the payment of any employer
contributions required for such personnel under section 145.48 or 742.33 of the Revised Code,
or the payment of the costs incurred by the township as a result of contracts made with other
political subdivisions in order to obtain police protection, or the provision of ambulance or
emergency medical services operated by a police department; and

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

1. The Board specifically finds and hereby determines that it is necessary to levy an
additional tax in excess of the ten-mill limitation for the benefit of Colerain Township for the
purpose of providing and maintaining motor vehicles, communications, other equipment,
buildings, and sites for such buildings used directly in the operation of a police department, or
the payment of salaries of permanent or part-time police, communications, or administrative
personnel to operate the same, including the payment of any employer contributions required
for such personnel under section 145.48 or 742.33 of the Revised Code, or the payment of the
costs incurred by the township as a result of contracts made with other political subdivisions in
order to obtain police protection, or the provision of ambulance or emergency medical services
operated by a police department, pursuant to section 5705.19(J) of the Revised Code, at a rate
of 1.95 mills for each one dollar of valuation, which amounts to nineteen and a half cents

(\$195) for each one hundred dollars (\$100.00) of valuation, for a continuing period of time pursuant to Revised Code Section 5705.19; and

2. That the Colerain Township Board of Trustees hereby orders that the levy be placed upon the tax lists of the current tax year, in compliance with Ohio Revised Code section 5705.34, for a continuing period, if a majority of the electors voting thereon vote in favor thereof and;

3. That the Colerain Township Board of Trustees hereby orders that the question of such tax levy shall be submitted to the electors of Colerain Township at the election to be held therein on May 6, 2014; and

4. That the Clerk is hereby directed to certify a copy of this resolution to the county auditor and board of elections, Hamilton County, Ohio. The Board of Trustees hereby requests that the county auditor certify to this Board of Trustees the total current tax valuation of Colerain Township and the dollar amount of revenue that would be generated by the tax levy if approved by the electors.

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

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

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

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

Vote Record: Mr. Deters_____, Mr. Ritter_____, Ms. Rinehart_____

ADOPTED this 7th day of January, 2014.

BOARD OF TRUSTEES:

Dennis P. Deters, Trustee

Jeffrey F. Ritter, Trustee

Melinda Rinehart, Trustee

ATTEST:

Heather E. Harlow,
Fiscal Officer

Resolution prepared by and approved as to form:

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

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of January, 2014.

Heather E. Harlow,
Colerain Township Fiscal Officer