



**Special Meeting of the Board of Trustees**  
**July 30, 2013**  
**5:30 p.m.**

- 1. Opening of Meeting**
- 2. Business**

**Police**

Reserve Officer Corp Appointment.....Action

**Administration**

2014 Workers Compensation Program .....Action

ROW Acquisition Services for Safe Routes to Schools.....Action

- 3. Public Hearing – JEDD (Liberty Nursing Home)**
- 4. Adjournment**

**Resolution #72-13**

COLERAIN

## NEW BUSINESS

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Department: Colerain Police Department

Department Head: Daniel P. Meloy, Chief of Police

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1. Presentations - None

**2. Action (Include rationale) – Reserve Officer Corp Appointment**

I respectfully request the Board of Trustees to approve the appointment of Bobby Dwight Taylor for the position of “reserve” police officer. The candidate would join our reserve police officer corps.

Mr. Taylor is a Clermont County resident and is a 2012 graduate of the Great Oaks Police Academy. Bobby Taylor is married and while wanting to be a police officer for many years, made the decision to enter policing after a twelve year employment ended with the closing of his previous employers business. He felt this was his opportunity to begin his career as a police officer.

Mr. Taylor accepted a Conditional Offer of Employment pending the successful completion of a psychological evaluation, medical examination and Board of Trustee approval. The medical and psychological evaluations are complete and we are awaiting the final results. His tentative start date is immediate, upon Board approval and successful reports from the medical and psychological evaluations.

Mr. Taylor accepted the offer that included his payment to the Department of \$1,000.00 for equipment, along with the requirement to pay up to an additional \$1,998.00 for the remaining equipment issued, should he choose to separate within 18 months of this appointment. He will not receive any regular pay, but is provided the opportunity to earn \$15.00 per hour while working at the Northgate Mall, as part of our agreement with the Mall ownership group.

3. Information: None

## NEW BUSINESS

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Department: Administration

Department Head: James Rowan

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1. 2014 Workers' Compensation Program
  - a. Recommend approval to participate in the 2014 group rating program through the Frank Gates Service Company and the Ohio Township Association.
  - b. Group Rating Premium = \$238,766 (2013 = \$425,712 excluding potential rebates)
  - c. Frank Gates Service Fee = \$18,000 (2013 = \$18,000)

June 7, 2013

TINA BURNS  
COLERAIN TOWNSHIP / HAMILTON COUNTY  
4200 SPRINGDALE ROAD  
CINCINNATI OH 45251

POLICY #: 33120204  
GROUP #: 40003



WHY CHOOSE US?

Excellent return-on-investment

Retention consistently above 95%

Complete discount analysis for group rating & additional programs

Industry leader since 1946

Personalized service, advocacy and advice to navigate industry challenges

**Enroll Now for 2014 Group Rating Program.**

Congratulations on qualifying for the January 1, 2014 Workers' Compensation Group Rating Program through The Frank Gates Service Company and The OHIO TOWNSHIP ASSOCIATION.

**Your 2014 Savings Estimate – 44% Group\***  
**Your Group Discount after Break-Even Factor is 38%**

Individual Premium	\$323,996
Group Rated Premium	<u>\$238,766</u>
<b>Your Group Savings</b>	<b>\$85,230</b>

Why choose Frank Gates as your Group Rating Program Administrator:

- **BEST-IN-CLASS SERVICE.** You get comprehensive, customized service and support from a team of expert claims adjusters, rate analysts, hearing representatives and account executives. We help you manage and reduce your total workers' compensation costs.
- **RELIABILITY YOU CAN COUNT ON.** With Frank Gates serving Ohio employers for more than 67 years, we are the oldest operating Third Party Administrator in Ohio.
- **23 YEAR PARTNERSHIP WITH OTA** - Do not send payments or enrollment forms to any other TPA as this could jeopardize your participation in the OTA/Frank Gates Program.

VISIT US

On the web at:  
[frankgates.com](http://frankgates.com)

**To enroll, complete and return the following items by 7/19/2013:**

1. BWC AC-26 and AC-2 forms
2. Service Contract (return original and make a copy for your records)
3. \$18,000 Frank Gates Service Fee

**Questions?**

Contact Michael Squillace

Email:

[msquillace@frankgates.com](mailto:msquillace@frankgates.com)

Office: 800-777-4283, or 614-793-8000, ext. 28018

\*This projection is based on current BWC data and includes the 2014 credibility table and Break-Even factor in your premium and savings figures. This offer could be changed or revoked if BWC rules or 6/30/2013 experience data adversely affect your eligibility.

# OHIO TOWNSHIP ASSOCIATION

## Workers' Compensation Group Rating Savings Plan Projection For the Rate Year Beginning January 1, 2014

**COLERAIN TOWNSHIP / HAMILTON COUNTY**

**Projected Savings: \$85,230**

Policy Number: 33120204

### I. Calculation of Individual Experience Modification (EM%)

Modified Losses (TML)	Limited Losses (TLL)	=	Difference	Difference/TLL	X	Credibility %	=	TM%	+ 1 =	EM%
\$263,601	\$416,851	=	- \$153,250	- 0.3676		41%	=	-.15		.85

### II. Calculation of Premium Savings (44% Group = 38% Discount after Break Even Factor)

NCCI Manual	Base Rate	Individual		Group		Annual Payroll	Individual		Group		Savings
		EM%	Merit Rate	EM%	Merit Rate		Merit Rate & Assmts	Premium**	Merit Rate & Assmts	Premium**	
9433	0.0271	0.85	0.0230	0.56	0.0168	\$12,489,713	0.025941	\$323,996	0.019117	\$238,766	\$85,230
						<b>\$12,489,713</b>		<b>\$323,996</b>		<b>\$238,766</b>	<b>\$85,230</b>

\*\* BWC Minimum Annual Premium Payment is \$100



Bureau of Workers'  
Compensation

## Employer Statement for Group-Experience-Rating Program

### Instructions

- Please print or type.
- Please return completed statement to the attention of the sponsoring organization you are joining.
- If you have any group-experience-rating questions call BWC at 614-466-6773.

<b>BWC USE ONLY</b>
Application effective with policy year beginning

**NOTE:** The employer programs unit group underwriters must review and approve this application before it becomes effective.

Employer name <b>COLERAIN TOWNSHIP / HAMILTON COUNTY</b>	Telephone number <b>(513) 385-7500</b>	BWC policy number <b>33120204</b>
Address <b>4200 SPRINGDALE ROAD</b>	City <b>CINCINNATI</b>	State <b>OH</b>
		Nine-digit ZIP code <b>45251</b>

### Group-Experience-Rating Program Enrollment

I agree to comply with BWC's group-experience rating program rules (Ohio Administrative Code Rules 4123-1761 through 4123-17-68). I understand my participation in the group-experience-rating program is contingent on such compliance. This form supersedes any previously filed AC-26.

I understand only a BWC group-experience-rating program certified sponsor can offer membership into the program. I also understand if the sponsoring organization listed below is not certified this application is null and void.

I am a member of the OHIO TOWNSHIP ASSOCIATION sponsoring organization or a certified affiliate organization and would like to be included in the group named 40003 it sponsors for the policy year beginning January 1, 2014. In addition, I would like to be included in this group each succeeding policy year until rescinded by the timely filing within the preceding policy year of another AC-26 or until the group administrator does not include my company on the employer roster for group-experience-rating. I understand the employer roster submitted by the group administrator will be the final, official determination of the group in which I will or will not participate. Submission of this form does not guarantee participation.

I understand the organization's representative The Frank Gates Service Company (currently, as determined by the sponsoring organization) is the only representative I may have in risk-related matters while I remain a member of the group. I also understand the representative for the group-experience-rating program will continue as my individual representative in the event that I no longer participate in the group-experience-rating program. At the time I am no longer a member of the program, I understand I must file a *Permanent Authorization* (AC-2) to cancel or change individual representation.

I am associated with the sponsoring organization or a certified affiliate sponsoring organization ☒ Yes ☐ No

OHIO TOWNSHIP ASSOCIATION

352450

Name of sponsor or affiliate sponsor

Sponsor or affiliate sponsor policy number

### Certification

\_\_\_\_\_ certifies that he/she is the \_\_\_\_\_ of  
(Officer name) (Title)

COLERAIN TOWNSHIP / HAMILTON COUNTY, the employer referred to above, and  
(Employer name)

that all of the information is true to the best of his/her knowledge, information, and belief, after careful investigation.

\_\_\_\_\_  
(OFFICER SIGNATURE)

\_\_\_\_\_  
(DATE)



**Bureau of Workers'  
Compensation**

**Permanent Authorization**

To: Ohio Bureau of Workers' Compensation  
☒ Employer Services Department, 22<sup>nd</sup> Floor  
☐ Self-Insured Department 27<sup>th</sup> Floor

Please mark a box and return to:  
30 West Spring Street  
Columbus, Ohio 43215-2256

Fax – (614) 728-0456

Policy Number 33120204
Entity COLERAIN TOWNSHIP / HAMILTON COUNTY
DBA
Address 4200 SPRINGDALE ROAD
CINCINNATI OH 45251

**Note:** For this to be a **valid** letter, the employer services department, or the self-insured department for self-insured employers, must stamp it.

This is to certify that effective

July 1, 2013

(Date)

The Frank Gates Service Company – Rep. I.D. 000120-80

(Representative name and Rep I.D. number)

including its agents or representatives identified to you by them, has been retained to represent us before the Ohio Bureau of Workers' Compensation and the Ohio Industrial Commission in matters pertaining to our participation in the Workers' Compensation Fund according to the type of representation checked below.

Please check only one type of representation. See description of representatives on page 2.

<input checked="" type="checkbox"/>	<b>Type of Authorized Representation</b>
<input checked="" type="checkbox"/>	Employer-risk claim representative (ERC)
<input type="checkbox"/>	Risk-management representative (RISK)
<input type="checkbox"/>	Claim-management representative (CLM)

This authorization supersedes all permanent authorizations on file for the type of representation indicated above.

I understand and agree BWC will process any letters, requests and actions initiated by a superseded authority.

I understand this authorization, now being granted, is of a continuous nature from the effective date indicated herein. However, I possess the right to terminate this authorization at any time through written notification to the employer services or self-insured departments as appropriate.

Telephone number	Fax number	E-mail address
Print name and title	Employer signature	Date

**THE FRANK GATES SERVICE COMPANY  
OHIO WORKERS' COMPENSATION GROUP RATING SERVICE CONTRACT**

The Frank Gates Service Company ("Frank Gates"), 5000 Bradenton Avenue, Dublin, Ohio 43017-3534, P.O. Box 182364, Columbus, Ohio 43218-2364, hereby offers its service as consultants to:

Policy #: 33120204

COLERAIN TOWNSHIP / HAMILTON COUNTY ("Employer")  
4200 SPRINGDALE ROAD  
CINCINNATI, OH 45251

for the year beginning July 1, 2013, for the OHIO TOWNSHIP ASSOCIATION ("Sponsoring Organization") Ohio Workers' Compensation Group Rating Program (the "Program") subject to renewal as stated hereafter.

**I. Services**

Frank Gates, as the Program Administrator, shall provide the following services:

- (1) Consultation with Employer regarding the analysis, formation, and processing of the Program.
- (2) Consultation with Employer to determine the proper manual classifications and correction of erroneous manual classifications upon request, for payroll reporting purposes based upon the Rules and Regulations of the Ohio Bureau of Workers' Compensation ("BWC").
- (3) Instruction of Employer's personnel in distributing payroll to the proper manual classifications; and assist Employer in completing payroll reports and reviewing proper manual classifications.
- (4) Submit payroll reports and premium payments to the BWC, and assist Employer with online premium payments, so long as Employer timely sends the appropriate payroll reports with proper premium payments to Frank Gates.
- (5) Consult with Employer regarding potential protests with the BWC for improper costs in any claim in Employer's merit rated experience, and file protests with the BWC upon Employer's request. .
- (6) Representation of Employer, upon proper notification, as is permissible under the law and the Rules and Regulations of the BWC. Such representation shall include attendance at administrative hearings before the Industrial Commission ("IC") / BWC unless Employer retains legal counsel for representation at the IC / BWC hearings, or directed otherwise.
- (7) Maintenance, management, and monitoring of individual claims of injured employees and consultation with Employer regarding all awards for compensation and medical payments chargeable to Employer's account which influences their premium rate. In the administration of a workers' compensation claim, Frank Gates can incur additional costs such as, but not limited to, independent medical examinations, private investigators, etc. Frank Gates will request and obtain authorization from Employer prior to incurring the costs for such services. These additional costs shall be the responsibility of Employer.
- (8) In the performance of its obligations called for in this Agreement, Frank Gates may, with the prior approval of the Employer, subcontract certain services to third-party vendors. Frank Gates pledges in its awarding of any services to a third-party vendor that all contracts are awarded based on need, price, quality, service and in a fair manner serving the best interest of Employer. Frank Gates may receive an administrative or service fee from a subcontractor to reimburse Frank Gates for additional expenses incurred in support of the third-party agreement.
- (9) Frank Gates may use any affiliate in the performance of its obligations under this Agreement, and the rights of Frank Gates under this Agreement shall inure to the benefit of any such affiliate.
- (10) Advisory services concerning workers' compensation matters including telephone consultation during normal business hours.
- (11) Continuing education of Employer regarding accident prevention, claim procedures, or any significant amendments made to the Ohio Workers' Compensation Law.

**II. Employer Obligations**

Employer is required to notify Frank Gates of any relationship which exists or has been terminated within the past two years with an employee leasing organization. Employer acknowledges that it is not a Professional Employer Organization ("PEO") or Staff Leasing Organization, nor does it have any affiliation with a PEO, and it will not, during the term of this Agreement, become a PEO. In addition, Employer has no pending or completed merger, acquisition, or business reorganization which impacts the experience of the Group which has not been communicated to Frank Gates. Employer will exercise due diligence to avoid any adverse experience transfers during their participation in the Program. Frank Gates and the Sponsoring Organization assume no liability for any premium obligation or any additional monies owed by Employer to the BWC. In addition, Employer agrees to indemnify and hold harmless Frank Gates, Sponsoring Organization, or any group members for additional costs, expenses, or increased premiums due to Employer's breach of this section.



### III. Group Participation

Frank Gates makes no guarantees or warranties regarding any projected future group rates and/or savings on Employer's behalf. Employer acknowledges and understands that due to the timing of the application process and rating plan year of the Program, rates may change due to factors beyond Frank Gates' and/or Employer's control. Frank Gates agrees to provide good faith estimates and projections concerning group rates that should provide reasonable decision-making bases for Employer. Frank Gates and the Sponsoring Organization reserve the right to withdraw Employer from the Group Rating Application after the execution of this Agreement in the event that additional circumstances are detected that would adversely impact the group's discount. Frank Gates and the Sponsoring Organization may, in their sole discretion, request the BWC to remove Employer from a group during the rating plan year due to an adverse experience transfer. All computerized data generated hereunder shall remain the exclusive proprietary property of Frank Gates. The services provided for in Section I shall only include claims in Employer's merit rating experience and current claims. Employer may request, at an additional fee, the claims administration services in Section I for tail claims due to a retrospective rating program or self-insured claims.

### IV. Compliance

It is understood that the services provided shall be in compliance with the Rules and Regulations of the BWC and Industrial Commission of Ohio and shall specifically exclude any services which now or in the future are deemed the practice of law. The construction and interpretation of this Agreement shall be under and in accordance with the laws of the State of Ohio.

### V. Indemnification

Frank Gates agrees that the above services will be provided in a professional manner and that reasonable diligence will be exercised in the performance of all of its contractual responsibilities. Frank Gates shall not be liable to Employer for any damages caused by negligence or errors in the performance of its duties hereunder in excess of the amount of service fees paid by Employer. Employer agrees to indemnify and hold harmless Frank Gates and their successors, members, directors, employees, assigns, officials, and subsidiaries against any and all losses, damages, and expenses, including court costs and attorneys' fees, resulting from or arising out of claims, demands, or lawsuits, whether known or unknown, arising out of the terms and services as provided in this Agreement.

### VI. Term

The Agreement shall renew itself at the end of the contractual period and each succeeding contractual period conditioned on Employer re-qualifying for the Program and providing Frank Gates with timely submitted application materials. Employer's ongoing privilege to participate in the Program is contingent on Employer's continued ability to meet the qualifications, rules, and standards established by the BWC and the Sponsoring Organization, including the timely payment of service fees and premiums and compliance with the Sponsoring Organization's Bylaws. To that end, Employer confirms it is a member of or hereby accepts the Sponsoring Organization's offer of membership. This Agreement supersedes all prior written or oral agreements entered into by the parties. If this offer is not accepted by the latter of thirty (30) days prior to the application deadline or the return date on the accompanying proposal letter this offer shall expire. No party to this Agreement is responsible to any party for nonperformance or delay in the performance of the terms and conditions herein due to acts of God, acts of government, strikes, fires, accidents, including accidents in transportation, or other causes beyond the parties' control and which could not have been reasonably foreseen or prevented.

### VII. Fees

The annual service fee will be determined according to the current fee schedule. The fee schedule has been jointly approved and adopted by the Sponsoring Organization and Frank Gates. Prior to any contractual expiration period, Frank Gates will provide to Employer, not less than thirty (30) days prior to the expiration date, written notice of the service fees for the next succeeding term. Frank Gates' fees do not include taxes or governmental charges. Employer will be responsible for payment of any applicable sales, use, value added, or other tax or government or regulatory agency charge imposed based on the services provided hereunder exclusive of net income or corporate franchise taxes. All fees are payable within thirty (30) days of the billing date. Late payments are subject to a service charge of one and one half percent (1½%) per month (18% ANNUALIZED RATE). Employer authorizes Frank Gates to allocate a portion of the annual flat fee to pay for legal fees incurred by Employer for legal representation upon prior written approval by the Employer.

If Employer notifies Frank Gates of their intent to withdraw their group rating application at least thirty (30) days prior to the BWC's deadline for filing group rating applications, Frank Gates will refund the balance of the service fee collected minus a processing fee of ten percent (10%) of the service fee but not less than fifty dollars (\$50). Any withdrawal request received within thirty (30) days of the deadline shall not be considered and Frank Gates shall not be obligated to refund any service fees. If the Sponsoring Organization or Frank Gates rescinds Employer's Program invitation before the group filing deadline, all of Employer's service fees will be refunded. If Employer is determined to be ineligible to participate after the group filing deadline, any refund shall be determined by the sole discretion of Frank Gates.

THE FRANK GATES SERVICE COMPANY

COLERAIN TOWNSHIP / HAMILTON COUNTY

By: *Daniel R. Sullivan*

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

Title: Sr. Vice President

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

Date: June 7, 2013

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

*Both pages of this Agreement comprise the entire agreement effecting the Employer's participation in the Group Rating Program.*



Mailing Address:  
PO Box 182364  
Columbus, OH 43218-2364

Tel: 614-793-8000  
Fax: 614-932-8233  
Web: frankgates.com

## **2014 Group Rating Invoice**


TINA BURNS  
COLERAIN TOWNSHIP / HAMILTON COUNTY  
4200 SPRINGDALE ROAD  
CINCINNATI OH 45251

June 7, 2013  
Policy #: 33120204  
Group #: 40003  
Invoice #: FG33120204-14

Please verify/provide your email address for future correspondence:

TLBURNS@COLERAINTWP.ORG

Group Rating Fee, payable to Frank Gates, for services beginning July 1, 2013: \$18,000

<b>Payment Information</b>	
<input type="checkbox"/> <b>Check Enclosed</b>	<input type="checkbox"/> <b>VISA</b> <input type="checkbox"/> 
Credit Card Number	_____
Expiration Date	_____
Amount to be Charged	_____
Billing Address and Zip Code of Card	_____
Authorized Signature	_____

If you would prefer to pay by credit card over the phone please contact Marcia Dennis at 614-793-5419 or by fax at 614-932-8233.

Please remit payment by 7/19/2013.

## OLD BUSINESS

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Department: Administration

Department Head: Frank Birkenhauer

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1. Action (Include rationale)

a. Other

The item is for a Motion to enter into a contract with Transystems for Right of Way Acquisition Services for the Safe Routes To Schools Project not to exceed \$90,000.00. Two companies submitted RFP's for professional services, O.R. Colan and Transystems. In an objective ranking by Administration & Zoning representatives Transystems was ranked as the top candidate primarily due to their direct experience in overseeing Safe Route to Schools Projects.

As a refresher the local match for the SR2S Grant is the ROW Acquisition estimated to be approximately \$130,000 total including the ROW Acquisition Services. The construction cost for the sidewalks are paid 100% up to \$468,000.00 by the Grant.

The request this evening is for Action to allow Frank Birkenhauer to enter into a contract with Transystems for ROW Acquisition Services not to exceed \$90,000.00.



Real Estate Consulting, Inc.

TranSystems Real Estate Consulting

1105 Schrock Road, Suite 400

Columbus, Ohio 43229

Tel: 614-433-7800

Fax: 614-846-2602

www.transystems.com

June 21, 2013

Mr. Frank Birkenhauer, ICMA-CM

Assistant Administrator/Director of Development

4200 Springdale Road

Colerain Township, Ohio 45251

**Re: Statement of Qualifications and Proposal for Right-of-Way Acquisition Services**

Dear Mr. Birkenhauer:

On behalf of TranSystems Real Estate, we are proud to submit the enclosed Statement of Qualifications for the above-referenced project. This document provides information on our team of seasoned experts, as well as an overview of our plan to complete the Township's Safe Routes to School (SRTS) Right-of-Way Acquisition project in an efficient and timely manner.

TranSystems Real Estate is a well-oiled project machine when it comes to delivering a comprehensive menu of r/w acquisition services on a tight schedule and at the highest quality standards. Our team of 10 full-time, experienced r/w acquisition specialists is **a trusted service provider to ODOT and to the County Engineers Association of Ohio (CEAO), which awarded us a combined 12 consecutive statewide 2-year task order contracts since 1999**, to provide right-of-way services across Ohio, on which we delivered **an outstanding 92% average negotiation success rate**.

Our professionals are part of a **full-service transportation engineering firm currently holding its third consecutive ODOT SRTS two-year task order contract** (two as a prime), also are well-versed in continuing to serve Ohio communities with the detailed design phase of SRTS projects. **Our team has the experience and dedication to meet challenges presented to us, while never losing sight of the context in which r/w functions within the overall SRTS project. Our industry veterans master the often challenging right-of-way acquisition process**, and are currently putting their unique understanding to work for the acquisition phase of the Village of Creston's SRTS project.

To enhance our offering to the Colerain Township, we have selected two distinguished eminent domain appraisers, Lance Brown, MAI and Jack York, of Beck Consulting. Their vast local knowledge, expertise and commitment to the highest quality standards and outstanding client service, means that acquisition work typically **moves fast through the approval process and without any comments**. We know the r/w acquisition(r/w) is a just a piece in this big puzzle you are managing, so we are offering a rock-solid team you can count on **to get our piece of the puzzle right: on time, on budget, and on top of every issue, from start to finish**.

**Project Manager Jim Fisher and our entire team routinely work with ODOT LPA R/W coordinators** with whom they enjoy a stellar working relationship, having moved smoothly numerous federally-funded LPA projects through their approval process.

We would like to sincerely thank you for your consideration for this project.

Respectfully,

A handwritten signature in cursive script that reads "James M. Fisher".

James M. Fisher, VP, Project Manager

## I – TranSystems Real Estate Profile & ODOT Prequalifications

TranSystems Real Estate Consulting, Inc. provides the highest quality service in the right-of-way industry to clients including local public agencies and the Ohio Department of Transportation (ODOT). We offer unparalleled expertise and a wealth of resources for these turnkey services:

- ▶ Project Management                      ▶ Appraisal Review                      ▶ Relocation Assistance
- ▶ Title Research                              ▶ Negotiations                              ▶ Relocation Review
- ▶ Right-of-Way Cost Estimates      ▶ Property Management              ▶ Closings & Recordings
- ▶ Appraisal/Value Analysis

TranSystems Real Estate offers 10 experienced, full-time right-of-way (r/w) professionals in Ohio and a total of 18 nationwide. We are a trusted service provider to the County Engineers Association of Ohio (with 5 consecutive 2-year task order contracts) and ODOT (with 7 consecutive 2-year statewide task order contracts) to provide r/w services across Ohio.

***Since our professionals are part of a full-service transportation engineering firm, we offer Colerain Township the experience and dedication to meet challenges presented to us, while never losing sight of the context in which r/w functions within the overall project.*** As a measure of our capabilities, the proposed team members hold the following ODOT prequalifications:

Team Member	Title	Years of Experience	Project Management	Title Research	Value Analysis	Appraisal	Appraisal Rev.	Negotiations	Closings	Relocation	Relocation Rev.
<b>James Fisher</b>	VP, Sr. Project Manager	23	✓	✓	✓			✓	✓		
<b>Timothy “Ty” Brown</b>	Project Manager, R/W & Relocation Specialist	13	✓					✓	✓	✓	✓
<b>Jack Hughes</b>	R/W & Relocation Specialist	14			✓			✓		✓	✓
<b>Matthew Wolfe</b>	Project Manager, R/W & Relocation Specialist	14	✓	✓	✓			✓	✓	✓	
<b>Andrew Van Nort</b>	Right-of-Way Specialist	10		✓	✓			✓	✓		
<b>Lance Brown, MAI</b> (Beck Consulting)	Appraiser	27			✓	✓	✓				
<b>Jack York</b> (Beck Consulting)	Appraiser	26			✓	✓					

## Statement of Qualifications to perform Right-of-Way Acquisition Services

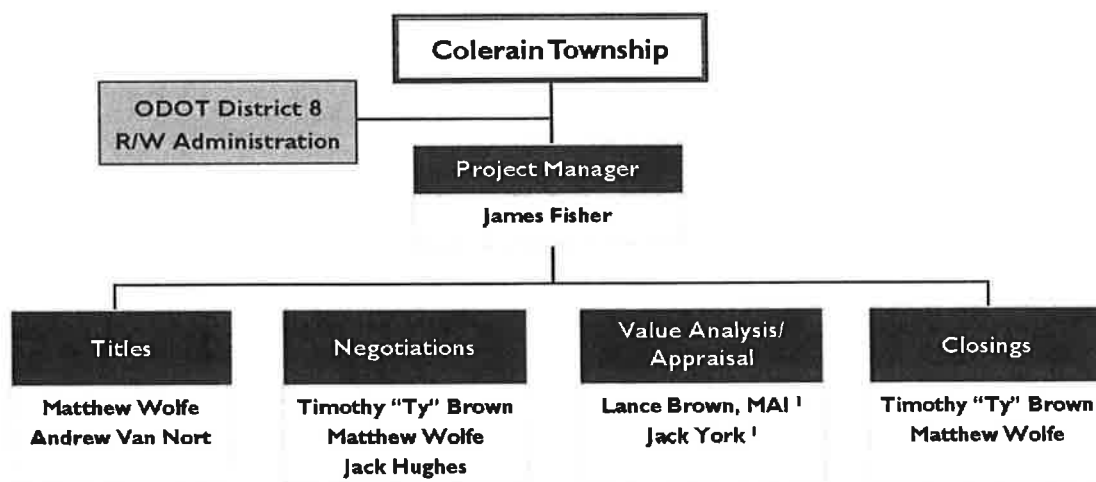
TranSystems Real Estate Consulting (TREC) has performed extensive right-of-way acquisition services throughout Ohio, and **has acquired over 2,000 parcels in the past 5 years**. Current and past clients include the Cities of Avon, Bellefontaine, Broadview Heights, Dover, Gahanna, Grove City, Hilliard, Hudson, Independence, Kent, Lima, Macedonia, Parma, Rocky River, Seven Hills, Solon, Strongsville, Stow, Streetsboro and Warren; Villages of Orange and Oakwood; Counties of Allen, Ashtabula, Columbiana, Cuyahoga, Delaware, Erie, Fairfield, Fayette, Franklin, Highland, Jefferson, Lawrence, Licking, Mahoning, Marion, Montgomery, Pike, Portage, Summit, Stark, Trumbull, Tuscarawas, Union, and Wayne; Butler County TID; Greater Cleveland Regional Transit Authority (GCRTA), Columbus Regional Airport Authority and ODOT.

### 2 – Significant Subconsultants

For this project TranSystems Real Estate has teamed with three well-known and well-respected eminent domain appraisers with vast experience in Hamilton County: Lance Brown, MAI and Jack York, of Beck Consulting, who will be responsible for approximately 20% of the work. The firm is an appraiser of choice for TranSystems Real Estate. Our professionals have worked together on many occasions and we are confident their vast local knowledge, expertise and availability will help ensure the timely completion of the project. The prequalification of these subconsultants may be found in the table on the previous page.

### 3 – Project Manager & Key Staff Experience

**Project Manager Jim Fisher** has assembled an **exceptional team of professionals** to provide the highest level of service to the Colerain Township. Our team members possess **in-depth working knowledge of ODOT Policies and Procedures** and have vast experience with **federally-funded LPA r/w projects**, including many coordinated by ODOT District 8. Our team enjoys a very solid working relationship with the District's R/W personnel, whose respect they have earned through a consistently high-quality and timely performance.



*Appraisal services to be provided by <sup>1</sup>Beck Consulting.*

## Statement of Qualifications to perform Right-of-Way Acquisition Services

**James Fisher****Project Manager**

Jim Fisher will serve as Project Manager on the Colerain Township SRTS Sidewalks project. **He is one of the most experienced and respected r/w acquisition project managers in Ohio.** He has handled many of the largest and most complex r/w acquisition projects in the state for ODOT, as well as for a myriad of Ohio cities and counties. Jim recently served on the Director's Real Estate Task Force Committee that was charged with reviewing the organization of ODOT's Office of Real Estate and streamlining the r/w acquisition process.

Jim utilizes his comprehensive understanding of r/w acquisition and commitment to quality to **ensure that each assignment is delivered to the highest standards.** His experience encompasses many facets of the r/w acquisition process, including project management, waiver valuation, negotiations, titles and closings.

**Jim's unparalleled knowledge and vast expertise qualifies him to address the issues and complexities arising in the most challenging projects.** He will work in conjunction with our team to guarantee the Township's satisfaction throughout the project.

**HAM-22/3-16.45; HAM/WAR-22/3-19.11/0.00; HAM-22/3-15.84 (Phases 1, 2 & 4)**

**Montgomery Road widening projects, ODOT SW Region |** Project Manager for projects that involved the widening of US 22/3 Montgomery Road 20 miles north of downtown Cincinnati, Ohio. TranSystems Real Estate performed project management for all three phases of the project, which involved a total of 167 parcels including 5 structures, as well as delivered title research, property owner negotiations, closing and recording services, and coordinated all appraisal work.

**HAM-75-2.30 Hopple / Mainline, ODOT District 8 |** Project Manager for a project that involved the development of the mainline reconstruction phase of the Mill Creek Expressway project from the southern terminus to just north of the Monmouth St. overpass, approximately 1.6 miles. The interchange at Hopple St. will be re-constructed and necessary ramp work to tie in the I-74 interchange will also be included in the project. The estimated construction cost is \$120 million. TranSystems Real Estate prepared the title reports on the project along with the right-of-way cost estimates that were submitted with the final right-of-way plan.

**MOT-48-0.45 (Dayton-Lebanon Pike) Intersection Widening, ODOT District 7 |**

Project manager for a project that involved the widening and resurfacing of Dayton-Lebanon Pike at all approaches of the Social Row Road intersection with improvements to 0.5 mile of MOT-48. TranSystems Real Estate acquired 18 parcels on this project, performed all title research, coordinated all appraisal work and performed project management, property owner negotiations, closings and recordings.

**ODOT Prequalification**

Project Management  
Value Analysis  
Negotiations  
Title Research  
Closings

**Education**

B.A. Business Administration  
Youngstown State University, 1987

**Affiliations & Memberships**

International Right-of-Way  
Association, Member

**Years of Experience: 23**

**Years with Firm: 13**

**Statement of Qualifications to perform Right-of-Way Acquisition Services****MOT-75-14.60 Bridge Replacement over the Great Miami River, ODOT, District 7**

| Right-of-way Project Manager for the replacement of the IR-75 structure over the Great Miami River, including ramp modifications in all four quadrants of the IR-75/ Stanley Ave. interchange. This project involved the acquisition of eight parcels. TranSystems Real Estate coordinated appraisal work, performed project management, title research, property owner negotiations, closings and recordings.

**FRA-71-6.09, City of Grove City** | Project Manager for this project to replace the narrow diamond intersection of I-71 and SR 665 (London-Groveport Rd.) with a single-point urban interchange. TranSystems Real Estate provided r/w acquisition services on 21 parcels, including 1 business relocation and 1 owner personal property move from an abandoned gas station.

**FRA-70-14.48 Interchange Rebuild, ODOT District 6** | Project Manager for a project to reconstruct 0.76 miles of I-70 and 0.25 miles of I-71 in Columbus, including system interchange, local street access reconfiguration, and construction of a one-way road system for freeway access. It also involves the relocation of a major Franklin Co. Children's Services' office. TREC is performing project management, titles, negotiations, relocations, closing, recordings, and appraisal coordination for the 48 commercial parcels.

**PIC-762-11.18 Rickenbacker/ East-West Connector, ODOT District 6** | Project Manager for a project to relocate and widen of 2.19 miles of Duvall Rd. to 3 lanes, from US 23 to Ashville Pike, including relocation of agricultural, residential and business structures. TREC performed, on a very aggressive schedule, the acquisition of 19 parcels, including 2 structure parcels. Responsibilities included project management, title research, negotiations, relocations, closings and recordings, as well as the coordination of all appraisal work.

**PIC-762-13.17 (Phase 1B) Rickenbacker Intermodal East-West Connector | ODOT District 6** | Project Manager for a project to improve 1.72 miles of Duvall Rd. and Ashville Pike in Harrison Twp. and the Village of Lockbourne. TREC performed project management, title research, negotiations, relocation assistance, closings, recordings and appraisal coordination for 36 parcels, including 5 structures with 1 business relocation, 1 landlord relocation, 1 tenant relocation and 3 residential owner relocations.

**Euclid Corridor Transportation Project, Greater Cleveland Regional Transit Authority** | Project Manager for TranSystems Real Estate, which served as the Real Estate Program Manager for this nationally recognized initiative to improve transit service and support increased development along Euclid Ave. in Cleveland. TREC was responsible for program management of the r/w acquisition process on this 234-parcel project, including coordination and oversight of real estate consulting firms performing environmental, title/escrow, appraisal, appraisal review, relocation and legal consultation. REC also performed the r/w project management, property management, negotiations, relocation review and environmental review.



## Biographies of Additional Key Personnel

**Timothy “Ty” Brown | Right-of-Way Specialist –Negotiations and Closings |** has 13 years of experience in both the public and private sectors, including his tenure as Realty Specialist 2 with ODOT’s SE Real Estate Region. Ty masters a thorough understanding of industry rules and regulations, as well as an extensive working knowledge of navigating projects through ODOT Policies and Procedures for a smooth, on-time clearance, with no comments from coordinating ODOT Districts. He has served as project manager on a variety of projects, including MOT 35-18.18, SHE-119-4.20, SHE 47-26.34, HAM-West MLK Relocation Review, GRE-Sugarcreek Twp. Safe Routes to School, and the design-build CLI-68-14.39 (ODOT), as well as FRA-Whims Ditch 2 (Franklin Co.) Additional Project experience includes: HAM-22/3-16.45 - Phase 1/ HAM/WAR-22/3-19.11/0.00 – Phase 2/ HAM-22/3-15.84 – Phase 4 Montgomery Road Widening Projects, HAM-71/75-0.00/2.22 Brent Spence Bridge and FAI-CR70-2.56 (ODOT SW Region); HAM-75-2.30 Hopple/ Mainline and HAM-75-2.30 / I-75 (ODOT District 8). Ty is prequalified with ODOT in project management, relocation assistance and review, negotiations and closings.

**Matthew Wolfe | Right-of-Way Specialist – Titles, Negotiations and Closings |** has 14 years of experience in the acquisition of r/w and is very knowledgeable regarding ODOT Policies and Procedures, as well as industry rules and regulations. Matt has applied his expertise on a variety of high-profile projects including FRA-Rome Hilliard Rd., FRA-CR30 Cemetery Rd. and FRA-23-22.23 (City of Hilliard), STA-Arlington Ave. NW Intersection Improvements (Jackson Twp.), CUY-SR 237-4.93 Front St. and CUY-Bagley Rd. Grade Separations (City of Berea), CUY-SR 252-0.05 Columbia Rd. (City of Olmstead Falls), CUY-Crocker/Stearns EXT and CUY-Cook/Stearns Roads (Cuyahoga Co.), as well as MAD-70-10.27, STA-800-7.05 and PAU/DEF-24-12.30/0.00 (ODOT), and has acquired over 4,000 acres of land on behalf of ODOT OES’s Mitigation Program. He is prequalified with ODOT in project management, title research, value analysis, negotiations and closings.

**Jack Hughes | Right-of-Way Specialist – Negotiations |** has 14 years of r/w acquisition and relocation experience in both the public and private sector, including his tenure as Realty Specialist III with ODOT’s Office of Real Estate. Jack is knowledgeable regarding the Federal Uniform Act, as well as industry rules and regulations and has applied his expertise on a variety of high-profile projects including FRA-Rome Hilliard Rd. (City of Hilliard/ODOT) and CUY-Bagley Rd. (Cuyahoga Co.), and as part of TREC’s team, HAM-71-3.50 Uptown Access (City of Cincinnati) as well as on FRA-70-14.48 and PIC-762-11.18 (ODOT District 6). He is prequalified with ODOT in value analysis, negotiations, relocation assistance and relocation review.

**Andrew Van Nort | Right-of-Way Specialist – Negotiations and Title Research |** has 10 years of experience and is very knowledgeable of industry rules and regulations as well as of the ODOT PDP. Andrew has applied his expertise on a variety of LPA and ODOT projects including Hilliard NW Pkwy. (City of Hilliard), SUM-8-10.66 and SUM-Hudson Dr. (City of Stow), CUY-82-1.11 (City of Strongsville), LOR-90-22.26 (City of Avon), MOT-Olive Rd./ Taywood Connector (City of Trotwood), and PIC-762-11.18 (ODOT D-6). He is prequalified with ODOT in title research, value analysis, negotiations and closings.

**Lance Brown, MAI (Beck Consulting Inc.) |** is a Certified State of Ohio General Appraiser with 27 years of experience, specializing in partial acquisitions and in complete, detailed, eminent domain

**Statement of Qualifications to perform Right-of-Way Acquisition Services**

appraisals. Lance is well versed in the valuation and evaluation of all property types. His relevant project experience includes HAM-75-0.00 (Dunnhumby Building); HAM-75-2.30/4.15; HAM-75-12.60; HAM-22-10.22; CLE-275-10.15; WAR-75-3.40; and BUT-42-0.00. Lance is prequalified by ODOT in value analysis, appraisal and appraisal review.

**John “Jack” York (Beck Consulting Inc.)** | is a Certified State of Ohio General Appraiser with 26 years of experience, specializing in partial acquisitions of all property types. His relevant experience includes HAM-75-(3.68)(4.15); HAM-75-2.30; HAM-22-10.22; HAM- 27- (6.99),(7.07); HAM-50-17.53; WAR-75-3.40; CLE-CR33-3.14; and GRE-CR40-1.04 Kemp Road. He is prequalified by ODOT in value analysis and appraisal.

**Additional Experience of Key Staff on Similar Projects**

As outlined below, TREC has a wealth of experience on projects throughout Ohio, similar in size, scope, funding source, ODOT PDP process to follow, as the Colerain Township’s SRTS project. **TREC also boasts a stellar record for a time-saving low appropriation rate.**

**LOG-68-5.92 Widening & Resurfacing, Bellefontaine, Ohio |**

Widening and resurfacing of SR68 (Main Street) in the City of Bellefontaine, Ohio. Through our Statewide Task Order, TranSystems Real Estate is responsible for the acquisition of approximately 107 parcels for this project. TranSystems Real Estate previously completed the title research for this project, coordinated all appraisal work, and performed project management, property owner negotiations, relocation, closings and recording.

**MAD/UNI-42-25.14/0.00, Madison and Union Cos., Ohio |** Upgrading, widening and reconstruction of Jefferson Avenue from the intersection of West Main St. and Jefferson Ave., extending north into the existing SR 42 alignment. The project involved the acquisition of 46 parcels including three residential structures. The team coordinated all appraisal work, performed project management, title research, property owner negotiations, relocation, closings and recordings.

**LIC-161-7.08 (New Albany Bypass) Highway |** Construction of a limited access highway from Watkins Road to the four-lane divided highway in Granville. The project includes an interchange at State Route 37 as well as new frontage roads on both the north and south sides of the highway. This project involved the acquisition of 52 parcels, including residential and agricultural structures on 23 parcels. The team coordinated all appraisal work and performed project management, property owner negotiations, relocation, closings and recordings.

**MOT-48-0.45 (Dayton-Lebanon Pike) Intersection Widening, ODOT District 7 |** The project involved the widening and resurfacing of Dayton-Lebanon Pike at all approaches of the Social Row Road intersection with improvements to 0.5 mile of MOT-48. TREC acquired 18 parcels on this project, performed all title research, coordinated all appraisal work and performed project management, property owner negotiations, closings and recordings.

**MOT-75-14.60 Bridge Replacement over the Great Miami River, ODOT, District 7 |** The project involved the replacement of the IR-75 structure over the Great Miami River. Work also included ramp modifications in all four quadrants of the IR-75 and Stanley Ave. interchange

On the SR 82 widening project in the City of Strongsville, TranSystems Real Estate acquired the 151 parcels within the City’s R/W clear date and had only 3 appropriations. That is a staggering **98% success rate** on negotiations!

**Statement of Qualifications to perform Right-of-Way Acquisition Services**

as well as several ramp closures within the project's limits. This project involved the acquisition of eight parcels. TranSystems Real Estate coordinated appraisal work, performed project management, title research, property owner negotiations, closings and recordings.

**STA-Applegrove St. (CR190) and Market Ave., Stark County Engineer |** The project involved the upgrading, widening and reconstruction of Applegrove St. from Marquardt Ave. to Market Ave. The improvement included upgrading the Applegrove St. and Market Ave. intersection and adding new turn lanes on Market Ave. The project involved the acquisition of 65 parcels including 1 residential structure. TranSystems Real Estate coordinated all appraisal work, and performed the title research, project management, property owner negotiations, relocation assistance, closings and recordings.

**TRU-Warren Greenway Bike Trail-Phase 2, City of Warren |** The project involved the construction of 15,000' of paved bike trail in the City of Warren and Warren Twp., to tie into the existing and proposed trail extending throughout NE Ohio. The project involved the acquisition of 11 parcels including 2 railroad parcels (CSXT and Warren & Trumbull Railroad). It also involved 1 personal property move as well as the removal of 2 commercial structures located on 1 parcel, and the entailed relocation assistance services. Through our ODOT Statewide Task Order Contract, TREC provided project management, title updates, negotiations, relocation assistance, closings and recordings, and coordinated all appraisal work.

**LOR-90-22.26 Interchange Project, City of Avon, Ohio |** The project involved construction of a new interchange at I-90 and widening of Nagel Road including bridge widening, new entrance and exit ramps, drainage improvements and new retaining walls. TranSystems Real Estate provided title reports as part of the plan development process and performed project management, appraisal work, property owner negotiations, relocation assistance for one residential structure, closings and recordings on this 31-parcel project.

**STA-Hills and Dales Road, Stark County Engineer |** The project involves the reconstruction, upgrading and widening of Hills and Dales Road including signal upgrade at Dressler Road and new storm sewer drainage. TranSystems Real Estate performed project management, title research, property owner negotiations, closings and recordings, as well as coordinated all appraisal work on this 34-parcel project.

**County Engineers Association of Ohio (CEAO)/ ODOT Real Estate Task Orders |** TranSystems Real Estate has received 5 consecutive CEAO task order contracts to provide r/w acquisition services on behalf of County Engineers across Ohio. Services include project management, title research, appraisals, negotiations, relocation assistance and closings. To date, we have acquired 189 parcels and delivered r/w certification on 46 projects.

**Ohio Department of Transportation Office of Real Estate Task Orders |** TranSystems Real Estate has received 7 consecutive two-year statewide task orders to provide various real estate services, including project management, title research, appraisals, negotiations, relocation assistance, relocation review, and closings. To date, we have performed a variety of r/w acquisition services on 2570 parcels for 126 projects through this task order program.

## Statement of Qualifications to perform Right-of-Way Acquisition Services

The table below offers a synopsis of further examples of our experience with projects similar to the Colerain Township SRTS right of-way acquisition project.

Project Name	Client	Details		Services Delivered							Property Type				Performance	
		Parcel #	ODOT-administered, +Federal Funds	Project Management	Negotiations	Closings	Recordings	Titles	Relocation	Appraisal Coordination	Commercial	Residential	Agricultural	Industrial	Negotiation Success Rate	On Schedule
CUY-82 Royalton Rd. Widening	City of Strongsville	151	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	98%	✓
Statewide Real Estate Task Orders	CEAO/ODOT	161	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	96%	✓
SUM-Hudson Dr. Upgrades	City of Stow	29	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	86%	✓
SUM-Seasons Rd. Improvements	City of Stow	35	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	77%	✓
Bassett & Crocker Rds. Widening	Cuyahoga County	131	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	89%	✓
CR 85 Emery Rd. Reconstruction	Cuyahoga County	70	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	91%	✓
Pleasant Valley Rd. (CR 39)	Cuyahoga County	251	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	90%	✓
Alkire Rd. Widening	Franklin County	16	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	100%	✓
Statewide Real Estate Task Orders	ODOT	2,350	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	90%	✓
ATB-20-10.40 Widening	ODOT NE Region	67	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	91%	✓
LAK-20-18.72 Intersection Upgrades	ODOT NE Region	99	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	93%	✓
MAH-224-16.33 Widening	ODOT NE Region	60	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	100%	✓
POR-43-7.67 Widening & Imprvmt.	ODOT NE Region	128	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	90%	✓
LOR-82-8.03 Widening & Imprvmt.	ODOT NW Region	13	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	100%	✓
MED-18-15.13 Widening	ODOT NW Region	39	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	85%	✓
STA-Applegrove St. and Market Ave.	Stark County	65	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	74%	✓
STA-Hills and Dales Rd.	Stark County	34	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	97%	✓
Euclid Corridor Transportation Proj.	GCRTA	234	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	95%	✓

### Accolades and Accomplishments

TranSystems Real Estate's ODOT **Consultant Evaluation System (CES)** scores speak for themselves on the outstanding project performance we have consistently delivered. TranSystems Real Estate received an 80% Overall Summary Rating for r/w services rendered on a number of projects, many of which are detailed in the staff resumes. ***This is one of the highest ratings earned by right-of-way acquisition consultants statewide, and takes into account quality of work, cost control, and deadline management.*** The following are just some of the positive feedback we have received from our clients:

- ▶ ***"Thanks to you or your acquisition team for your great support during this very complicated acquisition process and thanks to all TranSystems Design team members for the below engineer estimate bid received at ODOT."*** – City of Cleveland Project Manager Larry Ho on the East 93<sup>rd</sup> St. Bridge Project, April 2011

## Statement of Qualifications to perform Right-of-Way Acquisition Services

- ▶ ***“The City of Stow has been very satisfied by the quality of work, the thoroughness, the cooperation, and the ability to accomplish the acquisition of the right of way in a timely manner.”*** – City of Stow Engineer James McCleary regarding 5 LPA projects, June 2010
- ▶ ***“The quality of service and immediate assistance that you provided was very impressive and much appreciated. I realize that handling issues such as this must be difficult and you have prior experience in dealing with frustrated land owners regularly. Your efforts and patience in handling our situation was definitely beneficial considering the geographical location of myself and the lack of direct verbal communication with you. Once again, thank you.”*** – Property owner Scott Hattle in an email to Ty Brown regarding the PIK-CR64-3.02 project, 09/ 2010
- ▶ ***“TranSystems expedited the acquisition services on our behalf and met stringent deadlines and budget constraints on projects while maintaining quality and uncompromising professionalism.”*** – Former Cuyahoga Co. Engineer Robert Klaiber regarding various projects, March 2008

## References

We encourage you to contact the following references to learn about our outstanding services:

**Douglas Raters**, Real Estate Administrator, ODOT D-8, (513) 933-6629

**John Maynard**, Administrator, ODOT Office of Real Estate, (614) 466-4654

**Denny Salisbury**, PE, PS, County Engineer, Pike County, (740) 947-4259

**James McCleary, PE, PS**, City Engineer, City of Stow, (330) 689-2719

**Daniel J. Houck, PS**, Chief Surveyor, Stark County Engineer, (330) 477-6781

**James DeRosa**, Real Estate Commissioner, City of Cleveland, formerly of GCRTA (216) 664-4052

## 4 – Capacity and Availability of Staff

Due to the fact that many of our projects are coming to a close before work for this project is scheduled to begin, TranSystems Real Estate’s team ***has ample availability and capability to clear and certify the r/w for the Colerain Township SRTS project on time. We have chosen our internal team as well as our appraisal subconsultants for their availability and capacity to deliver this project on schedule.*** TranSystems Real Estate has ***the flexibility to select the appraisal subconsultants who best fit a project and are available when called upon***, unlike competitors who use the same in-house appraisal staff on numerous concurrent projects of various complexities and sizes. This assists in expediting the crucial appraisal phase of the right-of-way acquisition project. ***We are confident our team has the capacity to successfully clear the project on schedule.***

***We hope to have the opportunity to provide the Colerain Township the excellent service we have delivered to ODOT and numerous local public agencies throughout Ohio, and to assist you in turning your vision of this project into reality!***

## Statement of Qualifications to perform Right-of-Way Acquisition Services

**Project Understanding** | TranSystems Real Estate Consulting, Inc. (TREC) is very well suited to provide right-of-way (r/w) acquisition services to Colerain Township on the upcoming SRTS project. The narrative below details our proposed approach for acquiring the r/w in an expedient and thorough manner, as well as James Fisher's time-tested project management and QA/QC methodology for delivering an outstanding project.

The project involves acquiring approx. 25 sidewalk/ utility easements on Poole Road to Cheviot Road in Colerain Township. The Township anticipates services to include project management over the right of way acquisition, title research, appraisals / Value Analysis, property owner negotiations and closings and recordings.

**Project Approach** | TREC has assembled a team of specialists with extensive experience in performing and successfully delivering complex projects. ***Our firm holds one of the lowest appropriation rates in the industry and provides cost-effective services and a proven, streamlined approach.*** Our consistently ***high negotiation success rate limits court costs and results in notable cost savings for our clients.*** Upon receipt of authorization to proceed and a final R/W plan, we will hold a kickoff meeting to discuss the project schedule and milestones. Concurrently, an appraisal scoping meeting will be held with the appraiser and the Township's review appraiser to determine the appropriate appraisal format for each parcel.

***TranSystems Real Estate understands very well that meeting or beating the r/w clearance date is paramount to the Township and to the local community.*** We have successfully delivered the r/w acquisition phase of countless similar federally-funded projects. ***We know ODOT requirements inside-and-out and are masters at navigating the acquisition process on the fastest path to clearance.***

**Title Research** | Title work will also begin as soon as authorized and will be performed in accordance with the ODOT Policies and Procedures Manual. On the Value Analysis parcels, TREC will prepare abbreviated title reports in accordance with section 5103 of the ODOT Policy and Procedures Manual. Such reports require research back only to the most recent warranty deed or judicial decree documenting the full fee ownership interest of a parcel, which saves time and money for the Township. The remaining parcels will have a full 42-year search prepared.

**Appraisal** | TREC will hold a formal appraisal scoping meeting with the appraiser and the Township's review appraiser to finalize the appraisal formats. TREC has teamed with two distinguished eminent domain appraisers, Lance Brown, MAI and Jack York, of Beck Consulting, with vast local knowledge, expertise and commitment to the highest quality standards and outstanding client service. This means that acquisition work typically ***moves fast through the approval process and without any comments.*** Competitors with in-house appraisal staff use that same staff to perform appraisal reports on numerous projects of various complexities and sizes. We select prequalified subconsultants for the appraisal phase that best fit the project and are available when called upon. It has been our experience that this assists greatly in expediting the crucial appraisal phase of the r/w acquisition project.

**Negotiations** | As appraisal reports are completed and approved, our negotiation team will move onto the negotiations with the property owners. ***This is one of the most sensitive aspects of a project as it often involves the first personal contact with the owners.*** Prior to

**Statement of Qualifications to perform Right-of-Way Acquisition Services**

the onset of negotiations our specialists will develop working knowledge of all project and parcel aspects, including the r/w plan, construction plan, title report and appraisal for each parcel they are handling. ***Our seasoned professionals' proven ability to reach negotiated settlements will help avoid court costs, create savings and result in a shorter r/w clearance time.***

Our r/w negotiators will contact each property owner or their representative and meet with them at their convenience, or complete a mail-out offer, if requested. Owners will be given reasonable opportunity to evaluate the offer and present information relevant to the determination of the property value and/or the modification thereof. Our specialists are seasoned professionals, conducting themselves as representatives of the District, making every effort to establish a good relationship with the property owners and instill confidence in the fairness of the offer. TREC has been very successful in reaching negotiated settlements on numerous projects and this skill will provide project savings by avoiding court costs, and will result in shorter r/w clearance time.

Conducting themselves as the Township's representatives, they will make every effort to establish a good relationship with the property owners, clearly explaining the project implication regardless of the severity of the impact to their property, and instill confidence in the fairness of the offer. ***This practice is paramount to successfully delivering the project on time and on budget.***

TREC will assure compliance with the Uniform Act and ODOT's Policies and Procedures governing the R/W acquisition process. Also, all negotiations will be conducted in compliance with all applicable laws including the new Ohio Eminent Domain Laws enacted in October 2007.

**Quality Assurance |** As a ***quality control measure***, TREC will prepare and submit each parcel (signed or submitted for appropriation) in strict adherence and conformance to the Township's Scope of Services. Project Manager Jim Fisher, who boasts ***23 years of experience in reviewing parcels for compliance, and an outstanding track-record for it***, will review all acquisition files for compliance with ODOT requirements and the Uniform Act. TREC will also maintain quality control through the use of customized tracking systems with spreadsheets from our R/W management system. Continuous monitoring ensures that all tasks are performed in the proper sequence and completed in a timely manner. TREC will provide the Township with a monthly Project Status Report to include a list and summary of critical project areas. ***Proactive measures such as these not only result in higher customer satisfaction but also help avoid future problems that may affect the project status.***

**Closings and Instrument Recordings |** Mail-out closings will be used on this project to help speed up the closing process and reduce costs to the Township. TREC has experience working with the Hamilton County Recorder and Auditor on R/W closings.

Our team has a time-tested, proven over-and-over again approach to delivering the highest quality r/w acquisition services, on time and within budget, as well as a unique understanding of the complexities of the SRTS projects and what they mean for local communities. For these reasons we believe ***TranSystems Real Estate has the expertise, local knowledge and ample capacity to provide exemplary service to Colerain Township on its SRTS Sidewalk project. We sincerely thank you for your consideration.***

## OLD BUSINESS

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Department: Administration

Department Head: Frank Birkenhauer

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1. Action (Include rationale)

a. Other

The item for Action is approval of the Liberty Nursing Health Care JEDD Resolution entered into with the City of Cheviot to levy a 2% income tax annually of which the first \$3000,000.00 not to exceed \$50,000 annually will be reimbursed back to the developer for construction of Sanitary Sewer Infrastructure cost.

Project / Income Estimate:

Employment	100 Employees
Annual Payroll	\$4,000,000.00
JEDD Revenue	\$80,000.00
Colerain Township	\$22,000.00 annual income
Liberty Nursing	\$50,000.00 annual income
City of Cheviot	\$8,000.00 annual income (plus fees)
Total Project Cost	\$10 Million Dollars



**RESOLUTION 13-\_\_\_\_\_**  
**RESOLUTION APPROVING THE COLERAIN TOWNSHIP-**  
**CITY OF CHEVIOT JOINT ECONOMIC DEVELOPMENT**  
**DISTRICT 1 CONTRACT**

The Colerain Township Board of Trustees, Hamilton County, Ohio, met in regular session on \_\_\_\_\_, 2013, with the following members present:

**Dennis P. Deters**

**Jeffrey F. Ritter**

**Melinda Rinehart**

\_\_\_\_\_ moved to adopt the following resolution:

**WITNESSETH:**

**WHEREAS**, The City of Cheviot (the "City") and Colerain Township (the "Township") have negotiated and intend to enter into the Colerain Township-City of Cheviot Joint Economic Development District 1 Contract to create the Liberty Nursing Health Care JEDD (the "District") in accordance with Sections 715.72 to 715.81 of the Ohio Revised Code for the their mutual benefit, for the benefit of Hamilton County, and for the benefit of the State of Ohio; and

**WHEREAS**, the Joint Economic Development District will promote economic development in Colerain Township, the City of Cheviot, Hamilton County, and the State of Ohio;

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

**Section 1.** The Board finds and determines that (i) the Township held a public hearing concerning the Contract at \_\_\_\_\_ p.m. on \_\_\_\_\_, 2013, in accordance with Section 715.75 of the Ohio Revised Code, (ii) thirty (30) days public notice of the time and place of that public hearing was provided in the

\_\_\_\_\_, a newspaper of general circulation in Hamilton County, Colerain Township, and the City of Cheviot, (iii) during the thirty (30) day period prior to that public hearing a copy of the text of the Contract together with a description of the area or areas to be included in the District (including a map), and an Economic Development Plan, in accordance with Section 715.75(C) of the Ohio Revised Code were on file for public examination in the Office of the Fiscal Officer of Colerain Township, (iv) minor modifications of the Contract have been made based upon public comment and recommendations made during the 30 days prior to the hearing and pursuant to the public hearing, and (v) the Contract is on file with the Fiscal Officer of Colerain Township.

**Section 2.** The Board finds that the conditions set forth in Section 715.77(A)(1)(a), (b), and (c) of the Ohio Revised Code have been satisfied. The Board therefore invokes its authority pursuant to Section 715.77(A)(1) to not submit this resolution approving the Contract to the electors of the Township. The Board approves the Contract now on file with the Fiscal Officer and authorizes the Township Administrator and the Law Director to sign the Contract.

**Section 3.** A copy of the text of the Contract and other documents referred to in Section 1 shall remain on file in the Office of the Fiscal Officer.

**Section 4.** The Township Administrator is authorized, on behalf of the Township, to file or cause to be filed, jointly with the City of Cheviot, with the legislative authority of Hamilton County, (i) a signed copy of the Contract, (ii) a description of the area or areas to be included in the District, including a map, (iii) the Economic Development Plan as described in Section 715.75(C), (iv) a certified copy of this Resolution, (v) a signed certificate from Colerain Township that the public hearing has been held, the date of such hearing, and evidence of the publication of the notice of such hearing, (vi) a petition signed by the majority of the owners of the property located within the area or areas to be included in the District, and (vii) if applicable, a petition signed by the majority of the owners of businesses located within the area or areas to be included in the District.

**Section 5.** The Township Administrator is authorized to take such actions, or to cause such actions to be taken, on behalf of the Township, including signing

agreements or other instruments contemplated by the Contract or deemed necessary or appropriate by the Law Director, in order to achieve approval of the Contract within the City of Cheviot and to accomplish the purposes of this Resolution and the Contract.

**Section 6.** That it is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Colerain Township Trustees and that all deliberations of the Board that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

**Section 7.** This Board upon majority vote does hereby dispense with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code and hereby authorizes the adoption of this Resolution upon its first reading.

**Section 8.** This Resolution shall take effect on \_\_\_\_\_, 2013, or on the earliest date allowed by law.

\_\_\_\_\_ seconded the Motion to adopt the **RESOLUTION.**

On the roll call being called, the vote resulted as follows:

\_\_\_\_\_  
**Dennis P. Deters**

\_\_\_\_\_  
**Jeffrey F. Ritter**

\_\_\_\_\_  
**Melinda Rinehart**

ATTEST:

Approved as to form

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

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

\_\_\_\_\_  
Date

**CERTIFICATION**

I, Heather E. Harlow, Fiscal Officer of Colerain Township, do hereby certify as official custodian of the records of Colerain Township, Hamilton County, Ohio, that the foregoing is taken and copied from the Record of Proceedings of Colerain Township and that the same is a true and accurate copy of the original on file in the township hall at 4200 Springdale Road, Cincinnati, OH 45251.

Heather E. Harlow, Fiscal Officer

**COLERAIN TOWNSHIP-CITY OF CHEVIOT  
JOINT ECONOMIC DEVELOPMENT DISTRICT I  
CONTRACT**

The contracting parties hereby enter into this Contract to create the COLERAIN TOWNSHIP Joint Economic Development District (Liberty Nursing Health Care ) pursuant to lawful authority and for good and valuable consideration as more fully set forth:

1. Parties - The contracting parties are:

A. Colerain Township Trustees [hereinafter sometimes referred to as "Township"]  
and

B. City of CHEVIOT [hereinafter sometimes referred to as "CHEVIOT"]

2. **Recitals** - The contracting parties are creating the COLERAIN TOWNSHIP Joint Economic Development District I [Liberty Nursing Health Care JEDD] for the purpose of facilitating economic development, to create and preserve jobs and employment opportunities, and to improve the economic welfare of the people in COLERAIN TOWNSHIP, the City of CHEVIOT, Hamilton County, the State of Ohio and in the area of the contracting parties.

The contracting parties share a common interest in facilitating economic development in the Liberty Nursing Health Care area which will bring economic development, jobs and revenue to the contracting parties and to the County and State. The parties acknowledge the economic potential of development to occur within the proposed Liberty Nursing Health Care JEDD territory. Furthermore, the parties acknowledge the benefits associated with regional cooperation and planning beyond the geographic boundaries of the contracting parties.

3. **Authority** - This Contract is entered into pursuant to the authority of R.C. 715.72 through 715.81 and other applicable sections of the Ohio Revised Code.

4. **Location** - The COLERAIN TOWNSHIP Joint Economic Development District I [Liberty Nursing Health Care JEDD] is located entirely within COLERAIN TOWNSHIP, Clermont County, Ohio. The Liberty Nursing Health Care JEDD is located at \_\_\_\_\_ and is further described by parcel number 510-0203-0005-00.

5. **Nexus** - COLERAIN TOWNSHIP is contiguous to the territory of a township, municipal corporation, or county that is contiguous to the City of CHEVIOT. The Liberty Nursing Health Care JEDD is located entirely within COLERAIN TOWNSHIP. CHEVIOT and COLERAIN TOWNSHIP are both located within Hamilton County, Ohio. Hence the geographic eligibility requirements regarding the contracting parties set forth in R.C. 715.72(C)(1) are satisfied.

6. **Liberty Nursing Health Care JEDD Criteria** - The areas to be included in the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD meet all of the following criteria:

- A. The areas are located entirely within COLERAIN TOWNSHIP;
- B. No electors reside within the area on the effective date of this Contract and the area is zoned in a manner appropriate to the function of the district; and
- C. The areas do not include any parcel of land owned in fee by or leased to a non-participating municipal corporation or township.

Hence the criteria for inclusion of areas set forth in R.C. 715.73 are satisfied.

7. **Territory** - The areas to be included within the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD consist of 1 parcel and is referred to as the Liberty Nursing Health Care JEDD territory. The following area is to be included in the COLERAIN TOWNSHIP

Liberty Nursing Health Care JEDD:

**LEGAL DESCRIPTIONS** - See Exhibit A attached.

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**MAP OF TERRITORY** - See Exhibit B.

Prior to adoption, the contracting parties may consent to deletion of any portion of the territory to assure compliance with the majority petition requirements applicable to owners of property and owners of businesses to be located in the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD territory.

8. **Zoning** - The Liberty Nursing Health Care JEDD territory is zoned PDR use pursuant to the COLERAIN TOWNSHIP Zoning Resolution.

**TERRITORY ZONING MAP OF ALL AREAS** - See Exhibit A attached.

The parties acknowledge that the above land use and zoning classifications are the best and proper available use to encourage economic development. The area is currently developing consistent with prescribed zoning classifications. This Contract shall not operate as a limitation upon Township's [i.e., Board of Trustees, Zoning Commission or Board of Zoning Appeals] authority to change zoning district classification of the Liberty Nursing Health Care JEDD territory (or any parcels contained herein), or to amend the COLERAIN TOWNSHIP Zoning Resolution, or to grant conditional use, variance, specially permitted use, or other change pursuant to the COLERAIN TOWNSHIP Zoning Resolution as currently in effect or as amended from time to time.

9. **Economic Development Plan** - The contracting parties approve and ratify COLERAIN TOWNSHIP'S Economic Development Plan for the Liberty Nursing Health Care

JEDD territory. See Exhibit C Economic Development Plan Liberty Nursing Health Care Joint Economic Development District attached.

10. **Acknowledgment** - Each contracting party acknowledges entering into this Contract freely and without duress or coercion for the stated public purpose of promoting economic development, creating and preserving jobs and employment opportunities, and to improve the economic welfare of the people of Colerain Township, the City of Cheviot, Hamilton County, and the State of Ohio.

11. **Public Hearing/Approval** - Before any of the contracting parties approved this Contract, the contracting parties delivered a copy of the proposed contract to the Board of County Commissioners of each county in which a contracting party is located, i.e., Hamilton County, pursuant to R.C. 715.75(C).

The COLERAIN TOWNSHIP Trustees and the Council for CHEVIOT have each conducted public hearings after required notice and have approved their resolution and respective ordinances authorizing this Contract.

12. **Adoption** - For adoption to occur, a majority of the owners of property (land) located in the Liberty Nursing Health Care JEDD territory and a majority of the owners of businesses located in the Liberty Nursing Health Care JEDD territory shall submit their petitions supporting creation of the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD.

After adoption of the resolution and ordinances approving this Contract to create the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD, the contracting parties shall jointly file with the Hamilton County Commissioners (i.e., the legislative authority of the county



within which a contracting parties are located) all of the following documents:

- A. a signed copy of the Contract;
- B. a description of the areas to be included in the Liberty Nursing Health Care JEDD, including a map in sufficient detail to denote the specific boundaries of the areas and to indicate any zoning restrictions applicable to the areas;
- C. the economic development plan attached hereto as Exhibit C;
- D. certified copies of the ordinances and resolutions of the contracting parties relating to the Contract and Liberty Nursing Health Care JEDD;
- E. a certificate of each contracting party that the public hearings required by R.C. 715.75 were held, the date of the hearings, and evidence of publication of the notice of the hearings;
- F. a petition signed by a majority of the owners of property (land) located within the areas to be included in the Liberty Nursing Health Care JEDD; and
- G. a petition signed by a majority of the owners of businesses located in the areas to be included in the Liberty Nursing Health Care JEDD.

COLERAIN TOWNSHIP shall give timely notice (not later than ten (10) days after filing) by certified mail to:

- A. those owners of property (land) located in the areas comprising the Liberty Nursing Health Care JEDD territory who did not sign the petition; and
- B. those owners of businesses located in the areas comprising the Liberty Nursing Health Care JEDD territory who did not sign the petition.

COLERAIN TOWNSHIP Resolution No. \_\_\_\_\_ approving the creation of the Liberty Nursing Health Care JEDD and authorizing the proposed Contract is not required to be

submitted to the electors of the township for approval pursuant to R.C. 715.77(A)(1) because:

- A. the resolution was approved by a unanimous vote of the members of the Board of Township Trustees;
- B. the creation of the Liberty Nursing Health Care JEDD is proposed at the request of a majority of owners of land included within the proposed district; and
- C. the territory to be included in the proposed Liberty Nursing Health Care JEDD is zoned in a manner appropriate to the function of the proposed district.

13. **Effective Date** - The creation of the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD per approval or deemed approval by the Hamilton County Commissioners shall become effective that date which is not earlier than the thirty-first (31st) day after contract approval pursuant to R.C. 715.77(A)(4).

14. **Term** - The initial term of this Contract shall commence upon the effective date and shall terminate on December 31, 2043. The contracting parties may by mutual consent extend this Contract for two (2) terms of ten (10) years each.

The parties acknowledge that the development opportunities to be derived from the Contract are projected to occur well into the future. Road improvements and other infrastructure expansion, long range planning, expanded service, and other catalysts for economic development associated with the Liberty Nursing Health Care JEDD may require many years for implementation and completion. In consequence, resulting economic development may not be realized until decades after the originating improvements. The initial term and additional terms provided for herein are a function of the long range nature of the intended economic development.

15. **Board of Directors** - Businesses will be located and persons will be working within the Liberty Nursing Health Care JEDD territory. Therefore according to R.C. 715.78(A)(1) the Liberty Nursing Health Care JEDD Board of Directors shall be composed of the following members:

	<u>Representation</u>	<u>Member</u>	<u>Initial Term</u>
A.	One member representing CHEVIOT	[Municipal Member]	1 Year
B.	One member representing Colerain Township.	[Township Member]	2 Years
C.	One member representing the owners of businesses located in the Liberty Nursing Health Care JEDD.	[Business Member]	3 Years
D.	One member representing persons working within the Liberty Nursing Health Care JEDD.	[Worker Member]	4 Years
E.	One member selected by the members designated in subparagraphs (A) through (D) above. This member shall serve as Chairperson.	[Chairperson]	4 Years

Initial terms as prescribed by R.C. 715.78(A) are indicated. Thereafter, terms for each member shall be four (4) years, each term ending on the same day of the same month of the year as the term it succeeds. A member may be reappointed, but no member shall serve more than two (2) consecutive terms on the board.

The Municipal Member may be a municipal elected official or employee; excepting however any one serving in CHEVIOT's Finance Department or supervised by or reporting to the Finance Director. The City Council shall select the municipal member.

The Township Member may be a Township elected official or employee; excepting however the Township Administrator. The COLERAIN TOWNSHIP Trustees shall select the Township Member.

The Business Member, Worker Member, and Chairperson may be a resident of any of the contracting parties. The COLERAIN TOWNSHIP Trustees shall select the Business Member and the Worker Member whom shall be a business owner with a business located in the Liberty Nursing Health Care JEDD and whom shall be a person working within the Liberty Nursing Health Care JEDD respectively.

The contracting parties may by consent adopt rules pertaining to Board Member service, removal for cause, and vacancy.

The authority of the Board of Directors is limited according to statutory authority of R.C. 715.72 to 715.81 and the powers conferred by this Contract applicable to the Liberty Nursing Health Care JEDD territory. According to R.C. 715.78(D) the Board of Directors is a public body for the purposes of R.C. 121.22 [Sunshine Law] and furthermore is subject to R.C. Chapter 2744 [Political Subdivision Tort Liability and Immunity].

The members of the Board of Directors shall serve without compensation. Necessary and authorized expenses incurred in relation to Board service shall be reimbursed from Liberty Nursing Health Care JEDD funds allocated to the Board according to procedures

established by the contracting parties and the Board. Only actual documented costs are eligible for reimbursement.

Three Members of the Board shall constitute a quorum and any action of the Board requires concurrence of a majority in attendance. The Board shall act through the passage of resolutions. A resolution of the Board shall be effective immediately unless otherwise provided by the resolution or as required by law.

The Chairperson shall preside over meetings of the Board. Either the Chairperson or a majority of the Board may call special meetings upon at least twenty-four (24) hours advanced notice to all Members.

The Board of Directors may adopt a) policies, b) procedures, and c) advance directives which may be administered by the Chairperson acting in conjunction with the Secretary.

**16. Board Activities** - The Board shall meet at least annually to review activities affecting the Liberty Nursing Health Care JEDD including but not limited to progress on intended improvements, development activities, services to the Liberty Nursing Health Care JEDD, and reports pertaining to the Liberty Nursing Health Care JEDD, planning affecting the Liberty Nursing Health Care JEDD, adequacy of services to the Liberty Nursing Health Care JEDD, public relations, and so forth. The Board shall serve as a liaison with the private sector for the purpose of facilitating economic development within the Liberty Nursing Health Care JEDD. The Board shall serve in an advisory capacity to the contracting parties, and may make recommendations upon request of the contracting parties in furtherance of economic development within the Liberty Nursing Health Care JEDD territory. The Board shall perform such other duties as may be directed by consent of the contracting parties from time to time.

The Township's Assistant Administrator shall serve as Secretary to the Board of Directors. The Administrator shall not serve as a Member and shall not have voting privileges. In the absence of a Township Administrator, the Township may appoint a Secretary. The Secretary shall keep minutes of Board meetings and resolution meetings, and shall keep records of all Board activities, functions, and operations which shall be available for public inspection during routine Township business hours.

The Secretary upon affirmative resolution of the Board or the fiscal officer of a contracting party may review CHEVIOT's records relating to taxation from the Liberty Nursing Health Care JEDD territory; provided however, the record recipient is subject to and shall strictly comply with confidentiality provisions of R.C. 718.13 and the CHEVIOT Income Tax Codified Ordinance Section \_\_\_\_\_. The Secretary upon affirmative resolution of the Board may request an independent review or audit of CHEVIOT's tax collection services, and collection procedures relating to taxation from the Liberty Nursing Health Care JEDD territory. The cost of the independent review or audit shall be treated as a collection related expense payable from JEDD gross income revenues.

The Secretary is authorized to issue and receive correspondence pertaining to Board activities and shall assist the Board with scheduling of meetings, organization of information, document preparation, and such other activities that pertain to Board functions and operations. The Secretary may utilize Township facilities and Township staff in furtherance of Board activities.

The Board may enter into agreements and may establish funds and accounts in furtherance of Board activities. The Board shall establish an appropriations procedure to

provide for the payment of operating expenses associated with Board activities and operation of the Liberty Nursing Health Care JEDD. The Board shall designate those members who may execute documents on behalf of the Board in furtherance of a resolution; provided however, any agreements with third parties shall require the signature of at least two (2) Board Members; or in the alternative, a Board Member and the Secretary.

The Board may apply for and receive and accept grants from governmental units or the private sector for Liberty Nursing Health Care JEDD related activities such as construction, maintenance, operation of any facility, research, and development for Liberty Nursing Health Care JEDD programs. The Board may also accept contributions in money or in kind for Liberty Nursing Health Care JEDD related activities.

The Board may purchase insurance for property, casualty loss, or liability, and may participate in risk management pools or defense organizations regarding Liberty Nursing Health Care JEDD activities.

The Board does not have authority to borrow money or to issue notes or bonds, or to assign, pledge, hypothecate, or encumber tax revenue without consent of the contracting parties.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in the Contract including, but not limited to, granting tax credits pursuant to ORC §718.51, §718.151, and other pertinent sections of the Ohio Revised Code. If the Board's authority is unclear or if the Board desires expanded authority, the Board may request clarification of authority or additional authority from the contracting parties by consent.

17. **Income Tax** - This contract grants the Liberty Nursing Health Care JEDD Board of Directors power to adopt a resolution to levy an income tax within the entirety of the Liberty Nursing Health Care JEDD territory at a maximum rate of two (2%) percent based on:

- a. income earned by persons working within the Liberty Nursing Health Care JEDD (the "Earnings Tax Portion");
- b. net profits of businesses located within the Liberty Nursing Health Care JEDD (the Net Profits portion). The income tax of the district shall follow the provisions of Chapter 718 of the Revised Code, except that no vote shall be required. (See Section 715.74(C)(a)).

The resolution levying an income tax shall require the contracting parties to annually set aside a percentage of the amount of the income tax collected for the long-term maintenance of the Liberty Nursing Health Care JEDD; provided, however, the amount set aside shall not exceed \$1,000.00 annually without consent of the contracting parties. Not earlier than one (1) year after the effective date of the Liberty Nursing Health Care JEDD, the Board of Directors, with written consent of the contracting parties, may increase or decrease the rate of taxation on a prospective basis in an amount as the contracting parties agree to in writing; provided, however, that the applicable rate of taxation shall not exceed the lesser of the rate of the municipal income tax then levied by CHEVIOT or two (2%) percent.

The resolution levying the income tax shall be consistent with the provisions of the City of CHEVIOT Income Tax Ordinance No. \_\_\_\_\_, as it may be amended from time to time; subject however to exceptions, limitations, or other provisions in this Contract or according to law. The Board may designate those provisions of the CHEVIOT Income Tax Ordinance, as it



may be amended from time to time, which are not applicable to taxation within the Liberty Nursing Health Care JEDD; provided, however, that the Board may not exceed the taxing authority permitted by the CHEVIOT Income Tax Ordinance without consent of the contracting parties.

The income tax is effective and collection shall commence on the first day of the month following the Board's adopting resolution, unless extended by action of the JEDD not to exceed ninety (90) days after said resolution.

Any contracting party may request an independent audit of any aspect of revenue collection and distribution; provided, however, that the party requesting the audit shall bear the expense of audit, if applicable.

CHEVIOT shall administer, collect, and enforce the income tax on behalf of the Liberty Nursing Health Care JEDD. CHEVIOT's Director of Finance or his designee shall serve as the Tax Administrator of the income tax derived from the Liberty Nursing Health Care JEDD and shall be responsible for the receipt, safekeeping, accounting, and investment of income tax revenues pending disbursement. All receipts shall be deposited to a separate Liberty Nursing Health Care JEDD account that shall not be co-mingled with revenue from other sources. Earnings on the Liberty Nursing Health Care JEDD account and investments related thereto shall be added to the account. The Tax Administrator has authority to grant refunds and to compromise claims for tax, penalties, and interest. The Tax Administrator has authority to commence legal proceedings pertaining to delinquent tax collection and enforcement, and declaratory judgment regarding disputed interpretation and applicability of the CHEVIOT Income Tax Ordinance within the Liberty Nursing Health Care JEDD. The Tax Administrator is

authorized to investigate and audit taxpayer returns and to issue subpoenas in furtherance of duties. The Tax Administrator is designated to be an interested party and is authorized to commence and defend legal proceedings in the name of the Liberty Nursing Health Care JEDD in any way pertaining to the income taxation within the Liberty Nursing Health Care JEDD.

The Tax Administrator shall report quarterly to the Board and contracting parties regarding receipt and distribution of income tax revenue including amounts retained in escrow. The Tax Administrator shall furthermore report quarterly regarding Liberty Nursing Health Care JEDD operating income and expenses for the preceding quarter and shall provide short term and long range projections concerning anticipated income and expenses associated with Liberty Nursing Health Care JEDD operations. The Tax Administrator shall provide monthly reports to the Secretary regarding all revenue with taxpayer sources. Such monthly reports shall be subject to confidentiality covenants as more fully set forth.

The Tax Administrator shall pay one (1%) per cent of the gross income tax revenue into escrow. Escrow proceeds may be utilized to pay refunds, and in general to balance accounts. In the event of an escrow deficiency, the Tax Administrator may invoice the contracting parties according to their pro rata distribution to satisfy the deficiency. Invoices for deficiency are due and payable within thirty (30) days from notice. At the end of each calendar year any escrow surplus shall be distributed as part of the net income tax revenue.

The levy of the income tax is necessary to effectuate the purpose of this Contract and after once levied any disruption of the distribution of the tax would prevent the parties from fulfilling their obligations under this Contract and may cause financial hardship. Therefore, once

the income tax is levied, the Board of Directors is not authorized to cease the levy of the income tax unless authorized by amendment of this Contract.

For purposes of this Contract, "Net Revenues" means the gross proceeds of the collection of the net profit portion of the Liberty Nursing Health Care JEDD income tax and earnings tax portion of the Liberty Nursing Health Care JEDD less (i) the amount allocated for the long-term maintenance of the Liberty Nursing Health Care JEDD as provided in the second paragraph of this Section 17, (ii) the amount placed in escrow as provided in the eighth paragraph of this Section 17, and (iii) the amount necessary to pay the costs of administering, collecting and enforcing the income tax whether incurred by the City or by a municipal income tax collection and administration agency in accordance herewith and with the tax administration agreement between the City and the Liberty Nursing Health Care JEDD. This definition is applicable to the total income tax.

The Tax Administrator is authorized and may contract on behalf of the Liberty Nursing Health Care JEDD with a municipal income tax collection and administration agency (such as the Regional Income Tax Agency, "RITA") to perform the administration, collection and enforcement duties relating to the Liberty Nursing Health Care JEDD income tax as set forth in this Contract. The fees and expenses of such an agency shall be deducted from the Liberty Nursing Health Care JEDD income tax revenues and paid to such agency prior to distribution of those revenues as set forth in this Contract.

18. **Primacy** - The Liberty Nursing Health Care JEDD territory shall have primacy over residential status relating to collection of the income tax derived from individual earnings within the Liberty Nursing Health Care JEDD notwithstanding provisions of the CHEVIOT Income Tax Ordinance which may be adopted to the contrary.

19. **Revenue Distribution-** Net tax revenue from the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD shall be paid at least monthly to COLERAIN TOWNSHIP and the City of CHEVIOT, according to the following formula:

**CITY OF CHEVIOT: 10% of Net Revenues**

**COLERAIN TOWNSHIP: 90% of Net Revenues**

20. **Allocation -** The contracting parties shall allocate a prorated portion of net income tax revenue to the Board of Directors adequate to meet operating expenses; provided, however, that the amount allocated shall not exceed \$1,000.00 annually without consent of the contracting parties.

21. **Contributions -** In furtherance of the economic development of the Colerain Township Liberty Nursing Health Care JEDD the contracting parties shall undertake with diligence the following improvements and services. The contracting parties acknowledge that priorities may shift according to actual experience. The contracting parties shall cooperate with the common objective of facilitating economic development and serving public needs. The allocation of responsibilities is intended to be fair and equitable in relation to net tax revenue distribution:

A. **Township -**The Township shall reimburse the developer for the construction and improvement of a sanitary sewer extension in the District and will provide for such infrastructure it deems appropriate to provide an improved transportation network to benefit the Liberty Nursing Health Care JEDD.

The Township shall furthermore provide expanded public services to the Liberty Nursing Health Care JEDD, for example, police protection, fire protection, civil defense, local government, administration, and so forth commensurate with economic growth.

The Township expects to provide superior level of services in order to attract development and to support commerce once it is established. Participating in Liberty Nursing Health Care JEDD revenues may enable Township expenditures in furtherance of improvements which are already planned.

Intended contributions assume adequacy of net tax revenues, anticipated revenues, funding from other sources, and availability of financing upon acceptable terms in order to provide necessary funding for projects and services. As of the date of commencement of the Contract, the contracting parties do not have specific revenue projections and final construction estimates to enable defined improvements and improvement schedules.

Nevertheless, the contracting parties shall exercise due diligence in planning for improvements and undertaking construction in furtherance of economic development to benefit the Liberty Nursing Health Care JEDD, the contracting parties, Hamilton County, and the State of Ohio.

**B. CHEVIOT** - CHEVIOT shall upon request of the Liberty Nursing Health Care JEDD Board provide financial services to the Secretary for analysis of economic activity affecting the Liberty Nursing Health Care JEDD.

The scope of services is limited to utilization of CHEVIOT's available personnel. The services contemplated by this section are limited to collections, distribution and a review and analysis of economic activity pertaining to the Liberty Nursing Health Care JEDD. CHEVIOT has established departments with capable personnel and is able to provide these limited services in furtherance of its participation.

**C.** If the income tax levied by the Liberty Nursing Health Care JEDD Board pursuant to this Contract is determined to be invalid or unenforceable pursuant to a final,

non-appealable judgment of a court of competent jurisdiction or by act of law, the contracting parties have no further duty to make aforesaid contributions under this Contract.

22. **Financing** - This Agreement shall not be construed as a limitation upon the contracting parties to use tax increment financing, improvement districts, special assessments, or other public financing mechanisms which are available, or which may become available, to fund capital improvements, maintenance, or other costs associated with contributions (e.g., road projects). Furthermore, this Contract shall not be construed to restrict any of the contracting parties from requiring any property owner, operator, or developer (as the case may be) to construct internal improvements such as roads, utilities, or surface water detention, or to participate in the cost in whole or in part of public improvements necessitated by development activity or expanded usage as a condition of approving the proposed activity. In furtherance of the economic development plan, the contracting parties may exercise lawful authority for public acquisition when necessary or appropriate to carry out projects and improvements inside and outside of the Liberty Nursing Health Care JEDD territory.

23. **Facility Ownership** - Public facilities including interests in real property which are acquired, developed, or constructed by a contracting party in furtherance of this Contract shall be owned, operated, and maintained by that contracting party, unless otherwise agreed. Termination or expiration of the Contract shall not affect ownership of public facilities including interests in real property located within the Liberty Nursing Health Care JEDD territory regardless of method of acquisition or contract purpose pertaining thereto.

24. **Third Party Service Providers**

A. **Water** - The City of Cincinnati supplies public fresh water distribution to the Liberty Nursing Health Care JEDD territory. To the extent authorized by law, the Township

may establish special assessment procedures for the levy and collection of assessments to recover the costs associated with capital improvements to the water distribution system which may become necessary to support development. In addition, the Township may enter into inter-governmental agreements and third party developer compensation agreements in furtherance of extending adequate supply of water to the Liberty Nursing Health Care JEDD.

B. **Sanitary Sewer** - The Metropolitan Sewer District supplies sanitary sewer service to the Liberty Nursing Health Care JEDD territory. To the extent authorized by law, the Township may establish special assessments procedures for the levy and collection of special assessments to recover the cost of capital improvements to the sanitary sewer system which may become necessary to support development. In addition, the Township may enter into inter-governmental agreements and third party developer compensation agreements in furtherance of providing adequate, sanitary sewer service to the Liberty Nursing Health Care JEDD.

C. **Electric and Gas Service** - Duke Energy (fka Cincinnati Gas & Electric) is the utility supplier of electric and natural gas to the Liberty Nursing Health Care JEDD territory. To the extent permitted by law, the contracting parties may enter into reimbursement agreements associated with relocating utility distribution lines or other fixtures for road improvements or other public improvements. Deregulation of utilities may enable new opportunities associated with purchase and supply of energy (i.e., electric and natural gas). The contracting parties shall cooperate with one another in undertaking new ventures, investigating new technologies, conservation programs, and financial programs in furtherance of extending adequate energy at competitive rates to the Liberty Nursing Health Care JEDD territory.

25. **Annexation** - CHEVIOT shall not annex any property located in COLERAIN TOWNSHIP so long as this Contract is in effect. The contracting parties shall cooperate in resisting any annexation, merger, or consolidation process involving COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD territory to any third party governmental unit or political subdivision (i.e., other township or municipality); provided however, CHEVIOT is not required to be a party to litigation or to participate in litigation expense with regard to any annexation, merger, or consolidation process involving COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD territory.

26. **Real Property Taxation** - The creation of the Liberty Nursing Health Care JEDD shall not be construed to affect real property taxation within the Liberty Nursing Health Care JEDD territory and shall not affect the Township's distributive share of real property tax revenue.

27. **Filing** - The COLERAIN TOWNSHIP Administrator shall file this Contract with the Director of Development after it becomes effective.

28. **Recording** - The COLERAIN TOWNSHIP Administrator shall record this Contract, together with certified copies of the resolution and ordinances of the contracting parties approving the contract, with the Hamilton County Recorder after it becomes effective.

29. **Integration** - The Contract (upon final approval as revised) with attached exhibits and materials incorporated by express reference represents the entire agreement of the parties and supersedes prior drafts and negotiations. The parties and their respective successors, assigns and transferees, agree to execute any further contracts, agreements, documents or instruments as may be reasonably necessary to effectuate the purpose and



intent of this Contract. To the extent permitted by this Contract, and in compliance with all laws and resolutions and ordinances controlling this Contract, the parties and their respective successors, assigns and transferees, specify that any amendment must be in writing and signed by the applicable parties.

30. **Amendment** - The contracting parties may amend the Contract to add areas to the COLERAIN TOWNSHIP Liberty Nursing Health Care JEDD in compliance with R.C. 715.761, or as said section may be amended from time to time. Amendment to add areas requires unanimous consent of the contracting parties

The contracting parties reserve the right to amend any provision of the Contract from time to time and to provide Board directives upon approval of all contracting parties. In no event will any amendment increase the rate of taxation above two (2%) percent. Furthermore, one or more of the contracting parties may enter into independent inter-governmental agreements with one or more contracting parties or non-contracting parties which may be consistent with and in furtherance of the economic development plan and the public purpose stated in this Contract.

31. **Consent** - Any consent of the contracting parties pursuant to this Contract or in furtherance of performance thereof shall be in writing with the concurrence of all contracting parties.

32. **Default** - Non-performance of a contractual duty, unless excused by consent or by operation of law shall constitute a default. A contracting party who questions another party's ability to perform may request adequate assurances in lieu of declaring a default. Any party who contends the existence of a default shall provide notice declaring default to the other contracting parties. A defaulting party shall have sixty (60) days in which to cure the

default or to indicate action intended to cure the default by substantial performance as soon as practicable.

In the event that a default is not cured, the party who contends the existence of a default may initiate legal proceedings. In the alternative to judicial legal proceedings, the contracting parties may consent to alternative dispute resolution. The parties acknowledge that specific performance and other equitable remedies may be appropriate to assure Contract performance due to the potential for irreparable harm upon a default.

33. **Force Majeure** - Performance of contractual duty is excused to the extent that an event or occurrence beyond the control of a contracting party (e.g., act of God, intervening action of independent governmental authority, act of war, riot, labor stoppage or strike, national or regional tragedy, and so forth) makes performance impossible or impracticable so long as the affected contracting party did not control the circumstance, or anticipate and accept the risk.

34. **Venue** - The contracting parties stipulate that Hamilton County Court of Common Pleas shall have exclusive venue over legal proceedings between the contracting parties.

35. **Termination** –

a. This Contract may be terminated by consent of the contracting parties; provided however the following conditions precedent are applicable before termination is effective:

1. The legislative actions of the contracting parties must become effective within ninety (90) days of one another;

2. The termination shall not become effective sooner than ninety (90) days after the last of the contracting parties' action in furtherance of termination becomes effective; and
  3. The termination agreement shall provide for distribution (if applicable) of the undistributed income tax revenue derived from the Liberty Nursing Health Care JEDD to the parties to this Contract.
- b. In the event that any improvement projects associated with the Liberty Nursing Health Care JEDD are incomplete as of the effective date of termination, the contracting parties shall provide for payment of their respective contract obligations associated with such projects which may become due after termination.
  - c. Unilateral withdrawal from the Contract by any contracting party is prohibited.
36. **Notices** - All notices or required communications among the contracting parties shall be in writing and shall be sent via U.S. mail or by courier with delivery receipt as follows:

A. **COLERAIN TOWNSHIP Trustees**  
**Colerain Township Administration Building**  
**4200 Springdale Rd.**  
**Cincinnati, OH 45251**

**Attn: Township Administrator, James Rowan**

With a copy to: **Colerain Township Law Director:**  
**Lawrence E. Barbieri, Esq.**  
**Schroeder, Maundrell, Barbieri & Powers**  
**5300 Socialville Foster Road, Suite 200**  
**Mason, Ohio 45040**

B. **CITY OF CHEVIOT**  
**3814 Harrison Avenue**  
**Cheviot, Ohio 45211**

**Attn: Mayor Samuel D. Keller**

With a copy to: **City of Cheviot Law Director :**  
**Mark G. Waters, Esq.**  
**via email: mwaters@cheviot.org**

A contracting party may designate a substitute or additional contacts. Any communications disseminated via electronic media (e.g., facsimile, E-MAIL) or other media shall not be effective unless confirmed in writing.

The parties may dispense with written notice as a condition to any action by written consent or agreement.

37. **Severability** - The unenforceability of any term or covenant of this Contract shall not affect the enforceability of the remaining terms and covenants.

38. **Captions** - Paragraph captions are provided for convenience and are not intended to affect interpretation or application of the Contract covenants.

**INTENDING TO BE LEGALLY BOUND**, the COLERAIN TOWNSHIP Trustees and the City of CHEVIOT, have caused this Contract to be duly executed by their authorized officers.

**COLERAIN TOWNSHIP BOARD OF  
TOWNSHIP TRUSTEES**

By: \_\_\_\_\_  
James Rowan, Administrator  
(Pursuant to Authority of Resolution No. \_\_\_\_)

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

STATE OF OHIO  
COUNTY OF HAMILTON:

Before me, a Notary Public, in and for said county, personally appeared the above-named COLERAIN TOWNSHIP TRUSTEES, County of Hamilton, State of Ohio, by their duly appointed Township Administrator, James Rowan, by authority of Resolution No. \_\_\_\_\_, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of said Township Trustees and the free act and deed of his personally and as such duly appointed Township official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

**CITY OF CHEVIOT, OHIO**

By: \_\_\_\_\_  
Samuel D. Keller, Mayor  
(Pursuant to authority of Ordinance No. \_\_\_\_\_)

\_\_\_\_\_  
Mark G. Waters, Law Director  
City of Cheviot, Ohio  
STATE OF OHIO  
COUNTY OF HAMILTON:

Before me, a Notary Public, in and for said county, personally appeared the above-named CITY OF CHEVIOT, State of Ohio, by its duly authorized Mayor, Samuel D. Keller, by authority of Ordinance No. \_\_\_\_\_, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of said City and the free act and deed of him personally and as such duly appointed City official.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public

JULY 1, 2010

**LEGAL DESCRIPTION  
19.2698 ACRES**

SITUATE IN SECTION 14, TOWN 2, ENTIRE RANGE 1, COLERAIN TOWNSHIP, HAMILTON COUNTY, OHIO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING 1" IRON BAR AT THE NORTHEAST CORNER OF GRACE ACRES SUBDIVISION AS RECORDED IN PLAT BOOK 358, PAGE 57 OF THE HAMILTON COUNTY, OHIO RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID GRACE ACRES SUBDIVISION, SOUTH 05°15'18" WEST, 191.18 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE LEAVING THE WESTERLY LINE OF SAID GRACE ACRES SUBDIVISION, NORTH 81°11'39" WEST, (PASSING A SET 5/8" IRON PIN AND CAP AT 1275.87 FEET) 1,305.92 FEET TO A POINT IN THE CENTERLINE OF LIVINGSTON ROAD, SAID POINT BEING WITNESSED BY AN EXISTING P.K. NAIL WHICH IS 0.39 FEET EAST; THENCE ALONG THE CENTERLINE OF LIVINGSTON ROAD, NORTH 05°24'51" EAST, 627.75 FEET TO A SET MAG NAIL AT THE INTERSECTION OF THE CENTERLINE OF LIVINGSTON ROAD AND THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF CROSS COUNTY HIGHWAY (S.R. 126/RONALD REAGAN HIGHWAY); THENCE LEAVING THE CENTERLINE OF LIVINGSTON ROAD ALONG THE SOUTHERLY LIMITED ACCESS RIGHT OF WAY OF CROSS COUNTY HIGHWAY (S.R. 126/RONALD REAGAN HIGHWAY) THE FOLLOWING THREE COURSES AND DISTANCES, SOUTH 76°33'09" EAST, 277.94 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE SOUTH 87°57'41" EAST, 451.00 FEET TO A SET 5/8" IRON PIN AND CAP AND SOUTH 82°55'31" EAST, 577.06 FEET TO A SET 5/8" IRON PIN AND CAP; THENCE SOUTH 05°18'47" WEST, 484.82 FEET TO THE PLACE OF BEGINNING.

THUS CONTAINING 19.2698 ACRES OF LAND AND BEING SUBJECT TO THE RIGHT OF WAY OF LIVINGSTON ROAD AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

BEARING USED IN THIS LEGAL DESCRIPTION ARE RELATIVE TO NAD-83, OHIO STATE PLANE COORDINATE SYSTEM SOUTH ZONE BASED ON REALTIME GPS OBSERVATIONS OF HAMILTON COUNTY, OHIO GEODETIC CONTROL MONUMENTS.

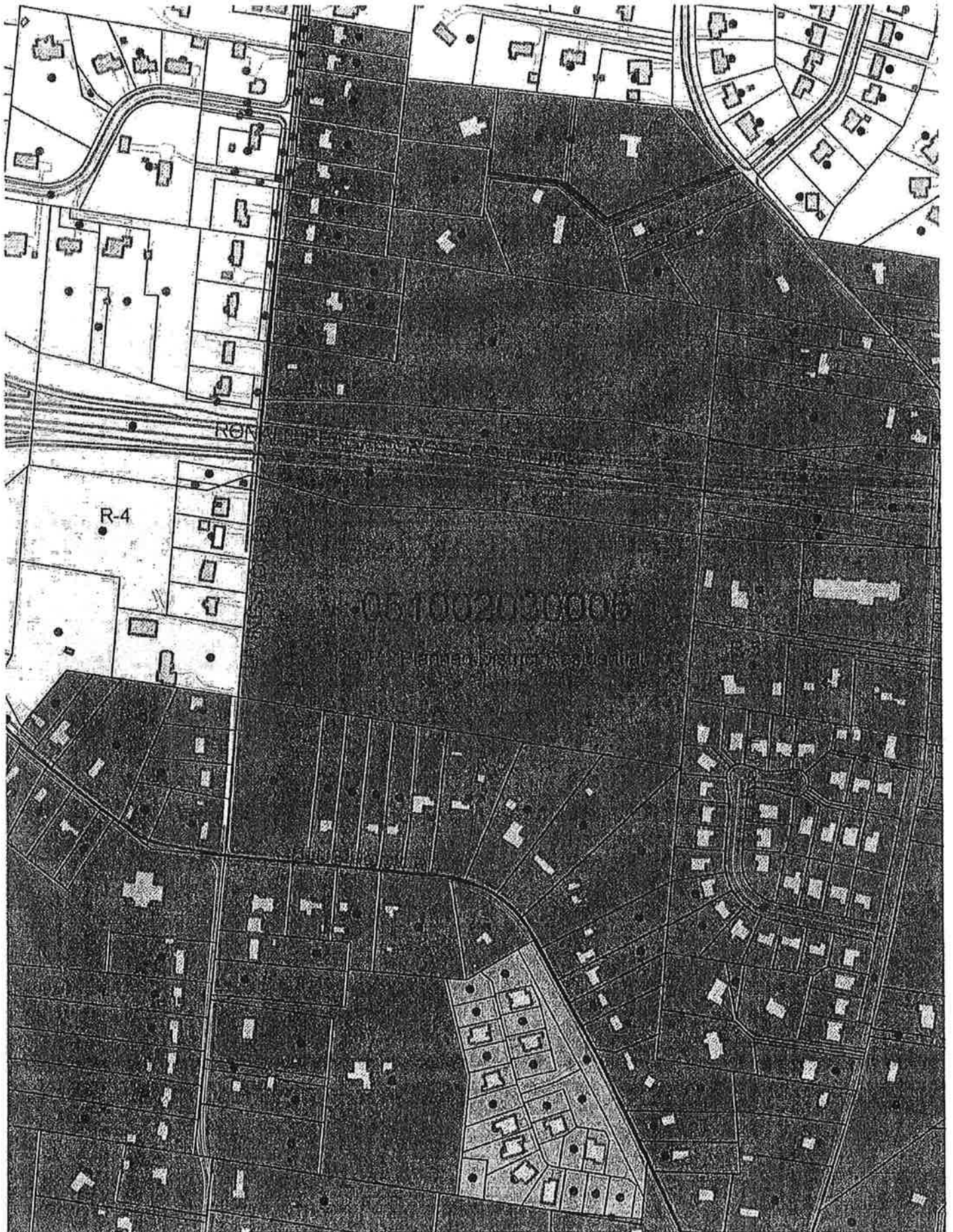
THE ABOVE DESCRIBED REAL ESTATE IS ALL OF THE SAME PREMISES DESCRIBED IN DEED BOOK 3881, PAGE 323 OF THE HAMILTON COUNTY, OHIO RECORDS. BEING THE RESULT OF A SURVEY AND PLAT DATED 6-30-2010, MADE BY STEPHEN L. CAHILL, PLS, OF ABERCROMBIE & ASSOCIATES, INC., OHIO REGISTERED SURVEYOR NUMBER 7862.

05-0071A-19.2698AC.DOC











Economic Development Plan Liberty Nursing Health Care  
Joint Economic Development District

The Economic Development Plan (Plan) for the Liberty Nursing Health Care JEDD is a combination of public and private funds used to facilitate the economic vitality of the subject parcels. The administration of the Plan will include cooperation from the Board of Trustees in conjunction with the City of Cheviot and the property owners and employees of the Joint Economic Development District (District). Directors of the District will use all revenue accumulated through the operation of the District consistent with the terms and conditions of the incorporating documents of the District.

Generally, the Plan for the District involves a cooperative environment between the public and the private sectors. The District will use all-economic tools available to attract, sustain and enhance job creation, economic development and the quality of life for residents of Colerain Township, the City of Cheviot, and Hamilton County, including but not limited to:

1. Earnings Tax
2. Developer Contributions

Specifically, the Plan shall require the Liberty Nursing Health Care adequately addresses all zoning, infrastructure and aesthetic issues. Colerain Township shall also agree to distribute the first 1% portion of the earnings tax revenue to the developer as reimbursement for sanitary sewer infrastructure for a maximum of \$50,000 per year with a maximum total of \$300,000.



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- The Plan will include a mix of revenues generated from sources such as:
  - o Earnings Tax
  - o Developer Contributions
- The Developer will provide an infrastructure that is conducive to positive economic growth
- The Township through revenues received from the improvements within the District shall distribute revenue to the Colerain Township CIC over the course of the Plan in order to further promote economic development.

The nature of Plan is "fluid" and the Directors should view the Economic Plan as a framework. The availability of revenue based upon the rate at which the development occurs will dictate the ability of the District to make improvements to the public infrastructure and promote economic development and job creation.

Schedule for Collection of Income Tax:

The Contract provides that the District will levy an income tax of 2% as set forth in Section 17 of the Contract. The income tax is effective and collection shall commence on the 1st day of the month following the Board's adopting Resolution, unless extended by action of the JEDD not to exceed ninety (90) days after said Resolution. The City of Cheviot shall administer, collect and enforce the tax on behalf of the Liberty Nursing Health Care JEDD all in accordance with Section 17 of the Contract.