

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on September 4, 2024, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey - Trustee, *Board Chairman*
Joe Rozzi – Trustee, *Vice Chairman*
Mark Sousa - Trustee

Mr. Cordrey introduced the following resolution and moved for its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 24-0904B**

**RESOLUTION AUTHORIZING THE ADMINISTRATOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LOVELAND
RELATED TO THE OWNERSHIP OF THE HILL-WAGONER CEMETERY.**

WHEREAS, the Hill-Wagoner Cemetery (the “Cemetery”), consisting of 0.33 acres is located in Hamilton Township but completely surrounded by the City of Loveland corporation limits; and

WHEREAS, the ownership of the Cemetery is not known; and

WHEREAS, the City of Loveland (the “City”) desires to take over ownership and assume maintenance and preservation of the Cemetery; and

WHEREAS, to complete ownership of the Cemetery, the City has worked cooperatively with the Hamilton Township Trustees (the “Trustees”) to create a process whereby the City will become the lawful owners of the Cemetery, said process which has been formalized into an Intergovernmental Agreement attached and incorporated herein by reference; and

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

SECTION 1. The Trustees authorize the Administrator to execute an Intergovernmental Agreement between the Trustees and the City of Loveland towards ownership of the Hill-Wagoner Cemetery. A copy of the Intergovernmental Agreement is attached and incorporated herein by reference.

SECTION 2. Any requirement that this resolution be read on two separate days is hereby waived and the resolution shall be approved upon one reading.

SECTION 3. This Resolution shall take effect on the earliest date allowed by law.

Mr. Rozzi seconded the Resolution and the following being called upon the question of its adoption, the vote resulted as follows:

| | | | | |
|-------------------|-----|-------------------------------------|-----|-------|
| Darryl Cordrey - | Aye | <input checked="" type="checkbox"/> | Nay | _____ |
| Joseph P. Rozzi - | Aye | <input checked="" type="checkbox"/> | Nay | _____ |
| Mark Sousa - | Aye | <input checked="" type="checkbox"/> | Nay | _____ |

Resolution adopted this 4th day of September, 2024.

Attest:

Leah Elliott
Leah M. Elliott, *Fiscal Officer*

Approved as to form:

Ben Yoder
Ben Yoder, *Law Director*

I, Leah M. Elliott Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on September 4, 2024.

Date: 9/4/24

Leah Elliott
Leah M. Elliott, *Fiscal Officer*

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, _____, by and between the Board of Township Trustees of Hamilton Township, Warren County, Ohio (hereinafter referred to as "the Township"), and the City of Loveland, Ohio (hereinafter referred to as "the City"), collectively referred to "the Parties".

WHEREAS, the Township and the City are political subdivisions located adjacent and contiguous to each other within Warren County, Ohio; and

WHEREAS, the Township and the City desire to establish this Agreement for the orderly acquisition and transfer of certain real property as described herein; and

WHEREAS, the real property subject to this Agreement shall consist of a cemetery commonly referred to as the Hill-Wagoner Cemetery and more specifically described as Warren County Auditor Parcel No. 1607378003 (hereinafter referred to as "the Cemetery"); and

WHEREAS, the Cemetery is currently owned by a defunct trust and the City intends to pursue a quiet title action, which under Ohio law will likely result in the Township acquiring title to the Cemetery; and

WHEREAS, following the completion of the quiet title action, and the Township acquiring title, the Parties will work cooperatively to transfer title from the Township to the City; and

WHEREAS, The Township and the City have determined that each should cooperate with the other and pursue the quiet title action and subsequent transfer of the Cemetery; and

WHEREAS, once title to the Cemetery is acquired by the City, the City intends to annex the Cemetery using the process set forth in Ohio Revised Code ("R.C.") Section 709.16; and

WHEREAS, the Township and the City have determined that the execution of this Agreement is reasonable and necessary to serve the interests of their respective residents and it is in the best interest of the residents of each jurisdiction; and

WHEREAS, the City, by Resolution number _____, dated _____ and the Township, by Resolution number _____, dated _____ have authorized and approved this Agreement.

NOW, THEREFORE, in exchange for mutual consideration, and the mutual promises contained herein, the City and Township agree to the terms of herein:

SECTION 1. OWNERSHIP OF THE CEMETERY

The City will commence a quiet title action within 90 days of the execution of this Agreement. The Parties expect that action will result in the Township acquiring title of the Cemetery.

Township agrees to willingly accept title. Once Township accepts title, it will subsequently transfer title to the City. City agrees to accept title from the Township. City also agrees to pay all costs and fees associated with the quiet title action and subsequent transfer of property. Such fees and costs shall include, but not be limited to, title work, recording fees, surveying costs and other expenses associated with transferring the Cemetery to the City. Each party shall be responsible for its own legal fees and costs.

SECTION 2. ANNEXATION

Once the City acquires title to the Cemetery, it shall commence annexation proceedings in accordance with R.C. 709.16. Township will not oppose this annexation. City agrees to pay all costs and fees associated with the filing of the annexation proceeding.

SECTION 3. PROVISION OF SERVICES AND MAINTENANCE

Once the Township acquires title to the Cemetery, the City will provide all necessary maintenance that the City deems necessary associated with the Cemetery. Upon annexation to the City, the City will maintain the Cemetery and provide any necessary services to the Cemetery as provided to the remainder of the City.

SECTION 4. MISCELLANEOUS PROVISIONS

A. Support of Agreement. The City and the Township agree to cooperate with each other and to use their best efforts to do all things necessary to carry out the purpose of this Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to vigorously defend this Agreement with the object of upholding its terms. The City and the Township shall each bear its own costs in any such proceeding challenging this Agreement or any of its terms. In the event that the parties jointly retain one legal counsel, the parties shall each bear one half (1/2) of the fees incurred.

B. Severability. In the event any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

C. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

D. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and the Township and their respective permitted successors.

E. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may be amended or modified only as provided herein. All prior agreements between the parties, either oral or written, are superseded by this Agreement.

F. Immunities. The parties herein do not intend to relinquish or waive any of the immunities they now have or may hereafter be accorded under state and/or federal laws, including,

without the limitation of any such immunities, all those immunities accorded to governmental entities and their officers and employees under O.R.C. Chapter 2744.

G. No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party in other than their official capacity, and no official or member of a legislative authority executing this Agreement on behalf of any Party or any present or future member, officer, agent or employee of any Party shall be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

H. Powers Preserved. This Agreement is not intended to be in derogation of the powers granted to municipal corporations by Article XVIII, Ohio Constitution, or any other provisions of the Ohio Constitution or of the Ohio Revised Code, nor is it intended to be in derogation of the powers granted to townships under any provisions of the Ohio Constitution or of the Ohio Revised Code. The Parties hereby acknowledge their belief as to the lawfulness of this Agreement and agree not to challenge or contest it, or any provisions contained herein.

I. Liberal Construction. The Parties agree that this Agreement shall be liberally construed in order to facilitate the desires of each of the Parties to carry out this Agreement.

J. Notices. Any notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, notices shall be addressed to:

The Township at:

Jeff Wright, Hamilton Township Administrator
7780 South State Route 48
Hamilton Township, Ohio 45039

With a copy simultaneously sent or delivered to:

Ben Yoder, Hamilton Township Law Director
Bricker Graydon LLP
2 East Mulberry Street
Lebanon, Ohio 45036

The City at:

Dave Kennedy, Loveland City Manager

120 West Loveland Avenue
Loveland, Ohio 45140

With a copy simultaneously sent or delivered to:

Joseph Braun, Loveland City Solicitor
Strauss Troy Co., LPA
150 E. 4th St. #4
Cincinnati, Ohio 45202

The Parties, by notice given hereunder, may designate any further or different address to which subsequent notices, consents, certificates, requests or other communications shall be sent.

K. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections hereof.

L. Counterparts. This Agreement may be executed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

M. City Council and Township Board of Trustees Action. The obligations of and agreements by the parties contained herein shall be effective and enforceable upon the approval of all necessary legislation and/or motions by the Loveland City Council and Board of Township Trustees of Hamilton Township.

IN WITNESS WHEREOF, the City and the Township have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the day and year first above written.

CITY OF LOVELAND, OHIO:

Date: _____

By:

Attest:

HAMILTON TOWNSHIP TRUSTEES:

Date: _____

Administrator

Attest:

Approved as to legal form:

By _____
City Solicitor

By: _____
Township Law Director

DRAFT



City ^Loveland

January 22, 2024

Mr. Jeff Wright
Township Administrator
Hamilton Township
7780 South State Route 48
Hamilton Township, Ohio 45039

RE: Hill-Wagoner Cemetery Disposition / Hamilton Township, Ohio

Dear Jeff:

I hope things are going well for you in your new position with Hamilton Township (the “Township”).

I wanted to provide you with some background on a matter that has arisen related to the Hill- Wagoner Cemetery which is located in Hamilton Township (the “Cemetery”), but surrounded on all sides by property that is located within the City of Loveland (the “City”). Understanding that this is not common, it creates a challenge for the Township to maintain along with the fact the nearly abandoned property is located in a wooded area with no existing means of ingress and egress.

Notwithstanding, the City desires to annex the parcel and take ownership of the Cemetery. The Cemetery is important to the City as it has historical significance given that it is the final resting place of several of the first settlers of the City. Byway of background, the Cemetery is located on a 0.33 +/- acre parcel, otherwise identified as Warren County Parcel ID No. 1607378003, adjacent to the Blossom Hill and Sentry Hill Subdivisions and near the Warren County- Clermont County political jurisdictional boundary. A review of the Warren County Auditor’s records reveals that the Cemetery is situated within the jurisdictional boundaries of Hamilton Township even if it is an island.

Ownership and control of the Cemetery is presently vested with a long-defunct cemetery trust dating back to the mid-nineteenth century. Given the defunct status of the cemetery trust, the Cemetery grounds have fallen into a state of disrepair and neglect. More recently, a local Eagle Scout candidate coordinated with the developers of the Blossom Hill Subdivision and performed countless hours of vegetation removal and other maintenance activities at the Cemetery as part of his Eagle Scout project. These volunteer activities, and the advocacy of other interested citizens within the City, have led the City to place a renewed focus on the procurement, restoration, and preservation of this historic landmark.

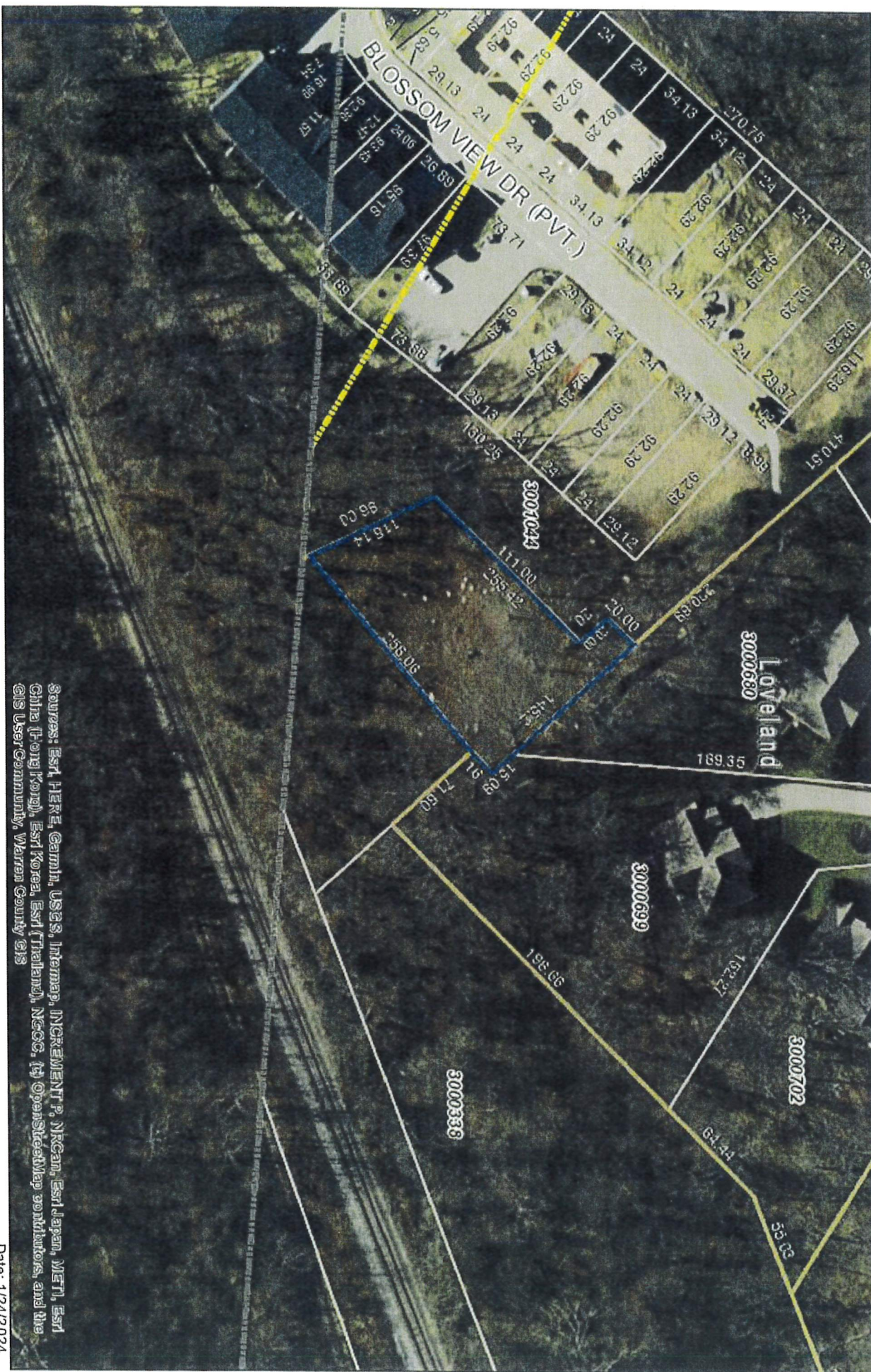
The City would like to work collaboratively with the Township to dissolve the now-defunct cemetery trust, and then secure ownership of the Cemetery property, and then bring the Cemetery into the City's municipal corporation limits. However, the City is likely to require the assistance of Hamilton Township to do this. It is my understanding our Solicitor had a conversation with your Law Director several months ago about the Cemetery, however, since that time the City has decided it is willing to take on the maintenance itself rather than allowing a private group to do so. Given the challenges, the City would like to schedule a meeting with you, our legal counsel and yours, to discuss a cooperative effort in furtherance of these goals and objectives if the Township is interested.

I look forward to establishing a time to discuss this matter in more detail and to working with you to accomplish this effort.

Very truly yours,

A handwritten signature in blue ink, appearing to be 'Dave Kennedy', written in a cursive style.

Dave Kennedy
Loveland City Manager



1 inch = 94 feet

Warren County Map

Cadderial Lines

- County Line
- Parcell Line
- RDW Unknown Width Line
- Section Line
- Subdivision Lot Line
- Overpass Line
- Right of Way
- Other Township Line
- County Line
- Parcel Line
- RDW Unknown Width Line
- Section Line
- Subdivision Lot Line
- Overpass Line
- Right of Way
- Other Township Line
- County Line
- Parcel Line
- RDW Unknown Width Line
- Section Line
- Subdivision Lot Line
- Overpass Line
- Right of Way
- Other Township Line
- County Line
- Parcel Line
- RDW Unknown Width Line
- Section Line
- Subdivision Lot Line
- Overpass Line
- Right of Way
- Other Township Line
- County Line
- Parcel Line
- RDW Unknown Width Line
- Section Line
- Subdivision Lot Line
- Overpass Line
- Right of Way
- Other Township Line

The provider makes no warranty or representation with respect to this information, its quality or suitability for a particular purpose. This information is provided AS IS, and the requester assumes the entire risk as to its quality and suitability. The provider will not be liable for direct, indirect, incidental, or consequential damages resulting from any defect in the information. The provider shall have no liability for any other information, programs or data used with or combined with the requested information, including the cost of recovering information, programs or data.

Date: 1/24/2024

Sources: EST HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri/Japan, METI, Esri, GNS (Fiona/Kouri), Esri Korea, Esri (Thailand), NOAA, 19 OpenStreetMap contributors, and the GIS User Community, Warren County GIS