

TRUSTEE MEETING AGENDA 11/20/2024

6:00 PM

- Roll Call
- Pledge of Allegiance
- Approve of the Clerk’s Journal and Accept the audio/video recording as the Official Minutes of the November 6th Board of Trustees regular meeting.
- Bills before the Board

Swearing In Ceremony - Police Department – Officer Chase Hounshell

Presentations-

Randy Merrill, architect with McGill Smith Punshon, explaining Construction Manager at Risk process and concept plan for Public Works facility

Public Comments

New Business

Motions

- Authorize agreement with MSP for Public Works Facility Professional Design Services
- Testerman Park Sports Court Replacement Project
- Amend the Hamilton Township Roster as presented
- Approve the Revision of the Township Personnel Policy Manual

Resolutions

- Resolution No. 2024-1120A – Authorizing and Adopting Procedures Set Forth by the Ohio Revised Code Regarding Insurance Payment
- Resolution No. 2024-1120B – Stotler II agreement
- Resolution No. 2024-1120C – Authorizing Private Sale of Unneeded and Unfit-For-Use Property in the Police Department and Fire and EMS Department
- Resolution No. 2024-1120D- 2025 Budget
- Resolution No. 2024-1120E- Authorizing Increase in Appropriations in the Police District
- Resolution No. 2024-1120F- Approving an Increase in Appropriations and Authorizing a Then and Now Certificate

Public Comments

Fiscal Officer’s Report

Administrator’s Report

Trustee Comments

Executive Session Motion to adjourn into executive session at ____ in accordance with ORC 121.22(G)(1) to discuss the appointment, employment or compensation of public employees.

Adjournment



HAMILTON TOWNSHIP

HAMILTON TOWNSHIP ADMINISTRATION

Darryl Cordrey – *Board Chair*
Joseph Rozzi – *Vice Chair*
Mark Sousa – *Trustee*
Leah Elliott - *Fiscal Officer*

7780 South State Route 48
Maineville, Ohio 45039
Phone: (513) 683-8520

Township Administrator

Jeff Wright
(513) 683-8520

Police Department

Scott Hughes – Police Chief
Phone: (513) 683-0538

Fire and Emergency Services

Jason Jewett– Fire Chief
7684 South State Route 48
Maineville, Ohio 45039
Phone: (513) 683-1622

Public Works

Don Pelfrey– Director
Phone: (513) 683-5320

Assist. Fiscal Officer

Ellen Horman
Phone: (513) 239-2377

Human Resources

Cheryl Allgeyer
Phone: (513) 239-2384

Zoning Administrator

Cathy Walton
Phone: (513) 683-8520

Parks and Recreation

Nicole Earley
(513) 683-5360

The agenda is to give an idea of the various discussions before the Board. The time and order of Agenda items is subject to change in order to maintain efficiency and timeliness of the meetings. Citizens may address the Board under the Public Comment section of the agenda.

The following guidelines protect your rights as well as those of others:

1. Speakers must state their name and full address for the record.
2. The Board Chair will recognize each speaker, and only one person may speak at a time.
3. Speakers will address any and all comments to the Board of Trustees and Fiscal Officer. The Board may request further information from staff at their discretion.
4. Anyone who willfully disrupts a Board meeting may be barred from speaking further or may be removed from the meeting and detained by officers of the Hamilton Township Police Department. (ORC 505.09; ORC 2917.12)

Hamilton Township Trustee Meeting November 6, 2024

Trustee Board Chairman, Darryl Cordrey, called the meeting to order at 6:00 PM. Mr. Cordrey, Mr. Rozzi and Mr. Sousa were present.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

The Pledge of Allegiance was recited by all.

A motion was made by Mr. Cordrey, with a second by Mr. Rozzi, to approve the clerk's journal as the Official Meeting Minutes of October 16, 2024, Trustee Meeting.

Roll call as follows:	Joe Rozzi	Yes
	Mark Sousa	Yes
	Darryl Cordrey	Yes

A motion was made by Mr. Cordrey, with a second by Mr. Rozzi, to approve the bills as presented before the Board.

Roll call as follows:	Mark Sousa	Yes
	Darryl Cordrey	Yes
	Joe Rozzi	Yes

Public Comments

Mr. Cordrey opened the floor to public comments at 6:01 PM.

Brad Turner addressed two concerns during the public comment portion of the meeting. First, he mentioned a pothole on the shoulder of the road near the post. Although the hole is not in the main roadway, it is located on the shoulder, and Mr. Turner suggested that it may require attention. He believed the issue might fall under state jurisdiction, given that it's on a state road. Mr. Turner inquired about the appropriate contact for this matter.

His second concern involved performance bonds for new development projects in the Providence subdivision, particularly regarding sidewalk, street, and curb deficiencies, such as cracks. He asked who at the county level he should contact regarding these issues.

Don Pelfrey offered to contact the state the next day and follow up with Mr. Turner on the pothole issue.

The Law Director, Ben Yoder, clarified that performance bonds are part of the county's subdivision regulation process and recommended Mr. Turner reach out to the Warren County Public Works Department, the County Administrator, or the County Prosecutor's representative for assistance.

No further public comments were made, and the floor was closed to public comments at 6:03 PM.

New Business

Resolution No. 2024-1106A – Amending the Hamilton Pointe TIF Agreement

Mr. Wright explained that Hamilton Township adopted a Tax Increment Financing (TIF) district a few years ago, but it has not yet become active. Initially, the plan involved issuing debt through Hamilton Township and the County Port Authority, repaid over 10 years through Payments in Lieu of Taxes. However, a revised funding model has been developed, eliminating the need for debt issuance. Under the new model, the developers will be reimbursed for public infrastructure improvements, with caps set at \$600,000 for Phase 1 (Chase Bank) and \$1.9 million for Phase 2 (Hills Communities' apartment project).

Phase 1, including Chase Bank and Take 5 Oil Change, is nearing completion, and Phase 2 will involve an apartment community with at least \$2.6 million in infrastructure improvements benefiting both the private development and the public. The TIF funds will be used in four stages: reimbursing Hamilton Township for legal and advisory costs, reimbursing the Phase 1 developer, reimbursing the Phase 2 developer, and retaining any surplus funds for future infrastructure and public services.

The revised model ensures no borrowing by the township, with private developers making substantial investments in public infrastructure. The TIF will last for 10 years, with 75% of new tax revenue generated by the developments going into the TIF fund and 25% going to local entities like schools and the county. The "spring" TIF structure resets the 10-year term with each new building completed. This approach is more fiscally responsible and ensures excess funds will be available for future needs.

Mr. Wright confirmed that surplus funds from the TIF could start appearing around years five or six, once both developers have been fully reimbursed for their public infrastructure costs. At that point, the Board would have the option to terminate the TIF early. If the TIF is terminated, any excess tax revenue would be distributed to the levying entities as usual, and Hamilton Township would no longer receive a portion of the taxes through the TIF.

Mr. Sousa is highlighting the importance of the construction timeline for the apartment project in relation to the financing structure of the TIF. The value generated by the improved property will

contribute to funding the bond issuance through the alliance's share. In the revised TIF model, the developers are directly responsible for payments, meaning there is no risk for Hamilton Township in terms of failing to generate enough revenue to cover the bond. The direct responsibility of the developers ensures that the necessary funding will be available to meet the obligations, offering a more secure and predictable financial outcome for the township.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 2024-1106A, a resolution amending Resolution 2023-0906D to remove the requirement that owners make any minimum service payments in connection with the authorized tax increment financing program therein; authorizing the execution and delivery of a tax increment financing reimbursement agreement between Hamilton Township, Hamilton Pointe Investment LLC., and Hamilton Township Apartments, LLC., dispensing with a second reading and declaring an emergency.

Roll call as follows:	Mark Sousa	Yes
	Darryl Cordrey	Yes
	Joe Rozzi	Yes

Resolution No. 2024-1106B – Appropriation Increase in the ARPA Fund for the 2024 Calander Year

Mr. Wright explained that the Assistant Fiscal Officer has reminded us that ARPA funds must be obligated by the end of 2024 for expenses related to the planning and design of the remediation project at Mounts Park. We currently have expenses with the consultant Goodhue Engineering and the environmental and engineering firm Stantec for the design work. The remaining funds will need to be allocated toward the construction phase of the project.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 24-1106B- a resolution approving an increase in appropriations in the American Rescue Plan Act Fund to reconcile budgets for the calendar year 2024.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes

Resolution No. 2024-1106C – Authorizing Private Sale of Unneeded and Unfit-For-Use Property

Mr. Rozzi pointed out that a vehicle was listed two times on the resolution, striking out the duplicate Buick Encore.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 2024-1106C, a resolution authorizing private sale of unneeded and unfit-for-use property in the Police Department with the correction of the duplicate vehicle.

Roll call as follows: Joe Rozzi Yes
Mark Sousa Yes
Darryl Cordrey Yes

Resolution No. 2024-1106D – Approving take 5 oil Site Plan with Conditions

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 2024-0918C, a resolution approving a site plan with conditions for approximately .787 acres of real property located at 71 W. Towne Center Boulevard.

Roll call as follows: Darryl Cordrey Yes
Mark Sousa Yes
Joe Rozzi Yes

Motion to Approve McDonald’s Sidewalk Agreement with Ohio Department of Transportation

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve an agreement between the State of Ohio Department of Transportation and Hamilton Township to maintain the sidewalk section along State Route 48 located within Warren County.

Roll call as follows: Joe Rozzi Yes
Mark Sousa Yes
Darryl Cordrey Yes

Motion to Approve Purchase of Cemetery Deeds

A motion was made by Mr. Cordrey, with a second by Mr. Rozzi, to approve the purchase of cemetery deeds.

Roll call as follows: Darryl Cordrey Yes
Mark Sousa Yes
Joe Rozzi Yes

Motion to Approve Transfer of Cemetery Deeds

A motion was made by Mr. Cordrey, with a second by Mr. Rozzi, to approve the transfer of cemetery deeds.

Roll call as follows: Mark Sousa Yes
Darryl Cordrey Yes
Joe Rozzi Yes

Motion to Approve Hamilton Township Roster as presented

A motion was made by Mr. Cordrey, with a second by Mr. Rozzi, to approve the Hamilton Township Roster as presented before the Board.

Roll call as follows: Darryl Cordrey Yes
Joe Rozzi Yes
Mark Sousa Yes

Motion to Approve Rescheduling of the January 1, 2025 Trustee Meeting to January 2, 2025.

A motion was made by Mr. Cordrey, with a second by Mr. Rozzi, to reschedule the Board of Trustee Meeting originally planned for January 1, 2025, to January 2, 2025, at 6:00 p.m., in observance of New Year's Day.

Roll call as follows: Joe Rozzi Yes
Mark Sousa Yes
Darryl Cordrey Yes

Work Session- 2025 Budget

Mr. Wright presented the proposed 2025 Budget to the Board, highlighting the dedicated efforts of Assistant Fiscal Officer Ellen Horman, the leadership team, and staff members across departments. The budget process began in earnest with the preparation of the 2025 Tax Budget in July and continued with detailed analysis and planning.

The attached documents provide a detailed overview of the budget, including:

- **Fund Reserves:** This includes anticipated revenues, expenditures, capital expenses, unencumbered balances, and encumbrance details for each fund.
- **Debt Service Schedule:** A breakdown of principal and interest for the three outstanding debt projects, with payments remaining through 2027 for the Administration/Police building.
- **Capital Expenses:** A spreadsheet listing proposed capital expenditures by department, fund, and estimated costs.

The **Warren County Auditor's** recent property revaluation increased property values by 26%, but the Township expects a 13% increase in taxes due to the application of reduction factors.

While most of the Township's tax revenue comes from outside millage, which does not see an increase with revaluations, inside millage funds (General Fund and older Road and Bridge Fund) are projected to see a 32-33% revenue increase.

Key budget highlights include:

- **General Fund Spending:** Proposed reductions in spending due to fewer capital improvements in 2025 and efforts to manage costs.
- **EMS Billing Fund:** Revenues forecasted to increase from \$628,000 in 2024 to \$750,000 in 2025, helping to ease pressure on the Police District Fund.
- **Parks Funding:** The General Fund continues to fund the operation and maintenance of parks, as there is no dedicated parks levy.
- **Road Levy:** The 2018 Road Levy will allow continued progress on street repaving, with the goal of maintaining a 15-year repaving cycle.
- **Public Works Facility:** Preliminary funds were budgeted in 2024 for design work on the replacement facility. A presentation by architect Randy Merrill will be made at the November 20th meeting, detailing the project timeline and financing options.

There is no action requested at the November 6th meeting. Should the Board request any revisions or additional information, staff will make the necessary adjustments and present a resolution to adopt the budget at the November 20th meeting.

Mr. Cordrey thanked the staff for their work on the budget, noting the township's conservative budgeting approach and the projected reduction in expenditures for 2025.

Mr. Sousa raised several questions: He asked about the purchase of Lifepacks for the Fire Department, inquired if asphalt costs were responsible for the Public Works Department not completing the full 7 miles of paving, and whether additional paving could be done when prices decrease. He also questioned if the Police Department would continue to receive funding from the OneOhio fund and whether those funds are received regularly.

Fire Chief Jewett explained that the department's current Lifepacks are over 10 years old and need replacement. Mr. Pelfrey clarified that the increase in asphalt prices in 2024 was due to higher binder costs, and once prices stabilize, he will make up the unfinished paving. Police Chief Hughes confirmed that OneOhio funds are received sporadically and in varying amounts throughout the year.

Public Comments

Mr. Cordrey opened the floor to public comments at 6:41 pm.

Mr. Turner inquired about the steps the board has taken to reduce the debt associated with the administration building.

In response, Mr. Sousa proposed that the Board consider using unencumbered funds from the conservative budget to pay off the building, thereby reducing interest costs. Both Mr. Cordrey and Mr. Rozzi expressed their agreement with this suggestion.

Mr. Cordrey closed the floor to public comments at 6:43 pm.

Administrator's Report

- The Fire and Rescue Department recently hosted a Fire Officer One class for professional development, which was open to participants from outside agencies. This allowed our fire department members to attend for free.
- The Police Department had a significant success last week. During a night shift, officers arrested two individuals involved in multiple car break-ins in Hampton Township and other communities around Greater Cincinnati. They have been charged with several offenses thanks to the proactive efforts of the officers and a detective.
- Nicole Earley, Parks Director, shared that the bathrooms and concession stands in parks have been winterized and closed for the season. She attended an Eagle Scout ceremony honoring Liam English who completed a community garden project at a local park. They also honored Avery West, an Eagle Scout candidate that is working on a storybook trail and little library at Mounts Park. The book, written by a local author, tells the story of species found in the Little Miami River. Most of the funding comes from an aquatic education grant and the scout's fundraising efforts. The project is expected to be completed by the end of the year. Lastly, Ms. Earley will participate in a fundraiser at the Kroger on Saturday to raise money for Wreaths Across America, an event that will take place in December.
- The Township received an unexpected payment from insurance this week for the arson-destroyed home on Sunrise Ridge. This will fully reimburse the Township for the costs of removing the structure and restoring the site. The adjacent property owner, Mr. Osterbrock, was thanked for his patience during the process.
- Planning and Zoning held a pre-application meeting with an international retailer and their civil engineer for a proposed 21,000 sq. ft. store at the corner of State Route 48 and Grandin Rd. Plans are expected to be submitted next week for review and approval.
- Ribbon Cutting: Tomorrow at 11:00 AM, the Township will celebrate the opening of the new Township Center on State Route 48, next to Shooters. The 20,500 sq. ft., \$5 million building is complete, with tenants Currito, Cincinnati School of Music, Pet Supplies Plus, and Great Clips already signed. Three spaces remain available for lease.
- Take 5 Oil Change broke ground this week, and Chase Bank is expected to open this winter. The developer has also completed repaving of the new Town Center Blvd.

Trustee Comments

Mark Sousa expressed his appreciation to the Police Department for apprehending two individuals involved in vehicle break-ins and linked to stolen firearms in the township. He also extended his condolences to the family of Brandon Roark following his passing.

Joe Rozzi shared his relief that the election season has come to a close.

Darryl Cordrey reminded residents of the upcoming Christmas Tree Lighting event at Station 76 on December 7th from 4-6 pm. He also announced that Kroger will be opening on December 12th. Additionally, he praised the Police Department for their successful efforts in catching the suspects responsible for recent car thefts and break-ins throughout the township.

Executive Session-

Mr. Cordrey made a motion with a second from Mr. Rozzi to adjourn the executive session at 6:52 p.m. in accordance with ORC 121.22(G)(1) to discuss economic development.

Roll call as follows:	Darryl Cordrey	Yes
	Mark Sousa	Yes
	Joe Rozzi	Yes

Mr. Cordrey made a motion with a second from Mr. Rozzi to come out of Executive session at 8:36 p.m.

Roll call as follows:	Joe Rozzi	Yes
	Darryl Cordrey	Yes
	Mark Sousa	Yes

Adjournment

With no further business to discuss, Mr. Cordrey made a motion, with a second from Mr. Rozzi, to adjourn at 8:37 p.m.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Mark Sousa	Yes



Administrator - 11/20/24 Trustee Meeting

The following motion is requested by the Board of Hamilton Township Trustees from the Township Administrator:

Motion to authorize the Township Administrator to enter into an agreement with McGill Smith Punshon, Inc. for the design, assistance with the selection of a construction manager and professional services for the Public Works Facility.

Recognizing that we are in significant need of a replacement Public Works Facility, the 2024 Budget contained \$300,000 in the Road and Bridge Fund for due diligence and design work to plan the new facility. In June of 2024 the Township entered into an agreement with McGill Smith Punshon (MSP) for the concept design study as the first step of our due diligence. In addition to architectural work, MSP also has in-house surveying and civil engineering divisions. MSP confirmed that the Township-owned land between Station 76 and the Administration/PD building makes the most sense for the future location.

Randy Merrill is the head of architecture for MSP and worked with me, Don Pelfrey and the rest of the Public Works personnel to evaluate our current and future needs of the department, properly store all of the valuable equipment, plans and documents for the department, as well as include appropriate mechanics' bays that are used to work on not only Public Works equipment daily, but also Police and Fire vehicles. We also asked the Fire and Police Department staff for comments since we will be sharing a campus. The concept plan that Mr. Merrill and I are presenting at this time is sufficient for the Board to have context for what is similar to likely what the final product would be. For sensitivity to Regency Park neighborhood to the east, the building would not have garage openings on that façade and the mechanic bays would be in the northwest corner of the building away from the neighbors. Conceptual site plans and building elevations are a part of Mr. Merrill's presentation.

In June, I described to the Board a new method of performing a construction project called Construction Manager at Risk. This newer method has become more desirable than the traditional method of Design Bid Build. Local governments and school districts now prefer the Construction Manager at Risk process as it reduces the amount of costly change orders and provides a more predictable process and expenses.

The traditional Design Bid Build method has a contractor only being engaged after all of the design decisions are done and the construction documents are completed. That process results in more surprises during construction and change orders. Other disadvantages to that method are

that you cannot create early bid packages, pre-order materials that have long lead times, lacks transparency, and it is more difficult to control the final cost of the project.

The CMR method results in identifying material and labor shortages; cost analysis between the contractor and the Township at each design phase; staying on budget by incorporating value management ideas at each phase; having transparent bid packages so that the Township received bids from subcontractors on each phase; and reduce costs by having incentives with the contingency items. The CMR process is a better way for the Township to reduce items or select more affordable items upfront with the general contractor selected to be our CMR.

Mr. Merrill has been the designer on similar public projects using the Construction Manager at Risk method for the Village of Evandale Public Works Facility, Warren County Event Center and the replacement Fire Station for Goshen Township.

Included in Mr. Merrill's submittal is a timeline proposing to use the next couple of months on sharing items with prospective CMRs, selecting the CMR in January, working for the first six months of 2025 on design and element selection with our architect and CMR, beginning construction in July 2025 and moving into the facility in fall of 2026. Sufficient funds exist within the various funds that comprise the Public Works budget so that a down payment and debt service can be accommodated to pay for the facility that will likely last multiple generations.

Authorizing the agreement with MSP for design, assistance with selection of a construction manager and professional services is the next step so we can begin full-blown design plans that would be necessary to procure a construction manager.

**EXHIBIT "A" PROFESSIONAL DESIGN SERVICES
SCOPE OF SERVICES AND FEES DESCRIPTION
FOR THE
HAMILTON TOWNSHIP NEW PUBLIC WORKS FACILITY**

MSP Project No. 24486.01

MSP is providing this proposal for professional services for the Hamilton Township New Public Works Facility as defined in the Concept Design Documents prepared by MSP Design (See attached) The new public works facility will be placed in between the existing Fire Station and the Police Station/ Administration building along 7780 South St. Rt. 48, Mainville, Ohio 45039.

MSP shall provide the following services and this document shall serve as the scope of service description that will an exhibit to the AIA B133 Agreement between Owner and Architect and Owner agree as follows:

1. GENERAL

- 1.1. Hamilton Township is looking to complete the design of a new Public Works Facility as illustrated in the Concept Design documents prepared by MSP Design under a separate agreement (See attached Concept Design). Due to the nature of the current market, the Construction Manager at Risk project delivery method will be utilized to help control the cost of the project in a collaboration between the Owner/Architect/CMR to hone the scope of the project with the anticipated budget criteria. The first step in the process is the assist the Township in developing an RFQ/RFP for the Construction Manager at Risk so that the most appropriate CMR can be selected based on their experience and project approach. MSP Design will work closely with the Township to solicit proposals, evaluate and facilitate interviews with the top candidates and help the township with the selection and contract negotiations with the selected CMR.
- 1.2. Once the CMR has been selected the Owner/Architect/M+CMR Team will review the Concept Design and develop a Rough Order of Magnitude Opinion of Cost for the project. The next step will be to analyze the overall project and determine potential cost reduction measures to establish what the final project direction is while balancing the cost with the anticipated budget.
- 1.3. Once the Township has reviewed and approved the suggested adjustments to the Concept Design Documents, the MSP Team will engage in developing the project design through the normal design phases (Schematic Design, Design Development and Construction Document phases) as well as assisting with Bidding, submitting for Building permits and following through with Construction Administration and Close-Out Phase services. MSP will work hand in hand with the Owner and the CMR to ensure the final design document accurately reflect the cost projects and the final Guaranteed Maximum Price proposal from the CMR is in line with the Townships expectations. The MSP Design Team will provide Project Management, Architecture, Interior Design, Structural Engineering, MEP Engineering, Civil Engineering, Landscape Architecture and Surveying services.

- 1.4. The overall project schedule is anticipated as follows:

Target Project Timeline

December 2024	CMR RFQ/RFP Submittals
January 2025	CMR Interviews and Contract Negotiations
Jan//Feb. 2025	Initial Project Evaluation w/ Cost Modeling/Budget Balancing
Feb/March 2025	Schematic Design Phase / Cost Model Update
March/May 2025	Design Development Phase / Cost Model Update
May/June 2025	Construction Documents Phase
June/July 2025	GMP
July 2025	Permitting
Aug. 2025 to July 2026	Construction Phase
August 2026	Grand Opening

- 1.5. The overall project budget is anticipated to be between \$6,000,000 to \$7,000,000

2. SCOPE OF SERVICES

2.1. Site Due Diligence:

2.1.1. Boundary and Topographic Survey for Design Phase:

- 2.1.1.1. Record Research - Research the public records to obtain the deeds for the subject property, as well as the adjoining parcels. MSP will obtain available survey records, road records and other pertinent information as available. MSP’s record research may not disclose easements, covenants and restrictions of record. MSP recommends that the Owner retain the services of a title abstractor, title insurance company or real estate attorney to search the chain of title for purposes of identifying easements and other encumbrances
- 2.1.1.2. Field Reconnaissance - Field locate the existing monumentation (i.e. pins, stones, nails, etc.) and occupation lines (i.e. fence lines, hedge rows, tree line, etc.).
- 2.1.1.3. Resolution - Resolve the location of the boundary by analysis of the field measured distances and angles versus the record (deed) dimensions and angles.
- 2.1.1.4. Obtain field elevations throughout the designated area in sufficient intervals to interpolate a one (1) foot contour interval. Obtain location of buildings, structures, major trees and fences.
- 2.1.1.5. Contact United Utilities Protection Service to mark underground utilities and furnish record drawings, if available.
- 2.1.1.6. Obtain the location of existing visible utilities including fire hydrants, manholes, poles, valves, meters and others.
- 2.1.1.7. Prepare a topographic survey plat depicting the results of the field survey. Format will be AutoCad Version 2013 as either .DWG or .DXF file.
- 2.1.1.8. Utilities will be shown on the plat by combining the field locations with record information as obtained from the utility companies and/or others.

2.1.2. Geotechnical Engineering:

2.1.2.1. MSP shall coordinate the soil boring locations with the Owner’s selected Geotechnical Engineer and process the results of the Soils Report and Recommendations with our Civil Engineering and Structural Engineering groups. We will review our final design intent with the Owner’s selected Geotechnical Engineer and coordinate their recommendations.

2.2. CMR Selection Process

2.2.1. MSP Design shall prepare the CMR solicitation documents that will be used in obtaining CMR RFQ/RFP proposals.

2.2.2. MSP shall facilitate a pre-proposal meeting on site for perspective CMR’s to tour the site and listen to a presentation about the project and ask their questions. MSP shall issue appropriate addendums to all parties attending.

2.2.3. MSP shall assist the Township in reviewing submittals and selections of the most qualified candidates. MSP shall coordinate interviews with selected CMR candidates.

2.2.4. MSP shall facilitate the interview with the Township’s selection committee and assist the Township in evaluating the most appropriate CMR candidate for the project. MSP shall issue the selection results to all candidates.

2.2.5. MSP shall assist the Owner in negotiating an AIA A133 Agreement between the Owner and Construction Manager at Risk.

2.3. Initial Review of the Concept Design and Cost Evaluations:

2.3.1. Once the CMR has been selected and their agreement negotiated, the Owner/Architect/CMR team will review the existing concept design documents and evaluate what may be needed to bring the project in line with the Township’s Budget while maintaining functionality needed to provide a high quality of Public Works service to the Hamilton Township Community.

2.3.2. From the Township approved Concept Design Adjustments and Cost Projections, the MSP Design Team in collaboration with the Owner and CMR shall move into the Design Phases to complete the project’s design documents.

2.4. Design Phase

2.4.1. SCHEMATIC DESIGN PHASE SERVICES:

- 2.4.1.1. The Architect (MSP Design) shall review the program and other information furnished by the Owner, the Concept Design Study (prepared by MSP under a separate agreement), Adjustments identified during the Initial Review, and shall review laws, codes, and regulations applicable to the Architect’s services.
- 2.4.1.2. The Architect shall prepare a preliminary evaluation of the Owner’s program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- 2.4.1.3. The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.
- 2.4.1.4. Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner’s approval, a preliminary design illustrating the scale and relationship of the Project components.
- 2.4.1.5. Based on the Owner’s approval of the preliminary design and in collaboration with the CMR, the Architect shall prepare Schematic Design Documents for the Owner’s approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- 2.4.1.6. The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner’s program, schedule and the CMR’s Opinion of Probable Construction Costs.
- 2.4.1.7. The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner’s program, schedule, and CMR’s Opinion of Probable Construction Costs.
- 2.4.1.8. The Architect shall assist and coordinate with the CMR in their continued evaluation of the Opinion of Probable Project Cost and shall appropriate adjustments to the Schematic Design Documents as approved by the Owner.

2.4.1.9. The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner’s approval.

2.4.2. Design Development Phase Services:

2.4.2.1. Based on the Owner’s approval of the Schematic Design Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner’s approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

2.4.2.2. The Architect shall assist the CMR and their updates to their estimate of the Opinion of Probable Construction Costs.

2.4.2.3. The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner’s approval.

2.4.3. Construction Documents Phase Services:

2.4.3.1. Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.4.4.

2.4.3.2. The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

2.4.3.3. During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

- 2.4.3.4. The Architect shall assist and coordinate with the CMR on their updates the Opinion of Probable Construction Cost.
- 2.4.3.5. The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Opinion of Probable Construction Cost, and request the Owner’s approval.
- 2.4.3.6. At a point that is agreed upon by the Owner/Architect/CMR, the CMR shall prepare their Guaranteed Maximum Price to build the project. The GMP shall provide a transparent Open Book presentation with all components of the project broken out in a clear and concise spreadsheet illustrating how the GMP was prepared. All selected Sub-Contractors and vendors shall be identified and presented to the Owner/Architect.

2.5. Construction Phase Services

2.5.1. General

- 2.5.1.1. The Architect shall provide administration of the Contract between the Owner and the Construction Manager At Risk as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.
- 2.5.1.2. The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the CMR or their Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the CMR of their Contractors or of any other persons or entities performing portions of the Work.
- 2.5.1.3. The Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

2.5.2. Evaluations of the Work

- 2.5.2.1. The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 2.5.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or

Page 6 of 17

quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

2.5.2.2. The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

2.5.2.3. The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.5.2.4. Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.5.2.5. Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

2.5.3. Certificates for Payment to Contractor

2.5.3.1. The Architect shall review and certify the amounts due the CMR and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 2.4.2 and on the data comprising the CMR’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the CMR is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the

Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

2.5.3.2. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the CMR’s right to payment, or (4) ascertained how or for what purpose the CMR has used money previously paid on account of the Contract Sum.

2.5.3.3. The Architect shall maintain a record of the Applications and Certificates for Payment.

2.5.4. Submittals

2.5.4.1. The Architect shall review the CMR’s submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect’s action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect’s professional judgment, to permit adequate review.

2.5.4.2. The Architect shall review and approve, or take other appropriate action upon, the CMR’s submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the CMR’s responsibility. The Architect’s review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.5.4.3. If the Contract Documents specifically require the CMR to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the CMR’s design professional, provided the submittals bear such professional’s seal and signature when submitted to the Architect. The Architect’s review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

2.5.4.4. The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

2.5.4.5. The Architect shall maintain a record of submittals and copies of submittals supplied by the CMR in accordance with the requirements of the Contract Documents.

2.5.5. Changes in the Work

2.5.5.1. The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

2.5.5.2. The Architect shall maintain records relative to changes in the Work.

2.5.6. Project Completion

2.5.6.1. The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the CMR; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

2.5.6.2. The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CMR of Work to be completed or corrected.

2.5.6.3. When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the CMR, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

2.5.6.4. The Architect shall forward to the Owner the following information received from the CMR: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens;

and (3) any other documentation required of the Contractor under the Contract Documents.

2.5.6.5. Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

2.6. POTENTIAL ADDITIONAL SERVICES

2.6.1. Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .4 Preparing digital models or other design documentation for transmission to the Owner’s consultants and contractors, or to other Owner-authorized recipients;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .7 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .8 Evaluation of the qualifications of entities providing bids or proposals;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

2.6.2. To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect’s notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner’s determination. The Owner shall compensate the Architect for the services provided prior to the Architect’s receipt of the Owner’s notice.

- .1 Reviewing a CMR’s submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the CMR’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the CMR from a careful study and comparison of the Contract Documents, field

- conditions, other Owner-provided information, CMR-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor’s proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or CMR and making subsequent revisions to Instruments of Service resulting therefrom.

2.6.3. The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty (20) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

3. COMPENSATION

- 3.1. MSP shall invoice Owner monthly for the amounts due for professional services rendered and expenses incurred. Owner shall pay MSP the full amount due within thirty (30) days of receipt of invoice.
- 3.2. All past due amounts shall bear interest at the rate of one and one-quarter percent (1-1/4%) per month compounded monthly. All amounts due MSP shall be paid whether or not Owner makes use of the professional services rendered by MSP.
- 3.3. In addition to the compensation for professional services as provided in this Agreement, MSP shall be reimbursed expenses such as mileage, printing, postage etc, according to the attached Hourly Rate Schedule. Reimbursable Expense Allowance provided below is approximate. Should actual Reimbursable Expense approach this limit MSP will notify the Owner.
- 3.4. If additional work is requested, above and beyond the scope of work outlined above, compensation for such work shall be paid on a time and material basis in accord with the attached Hourly Rate Schedule, or as a lump sum as agreed upon prior to commencing additional services. No additional services will be undertaken without prior approval by the Owner of both scope and fee.

3.5. For basic services described herein, basic compensation shall be as follows:

3.5.1. For the Scope of Services as defined in Section 2.1 thru 2.5, compensation shall be as follows:

CMR Selection Process	\$ 10,000
Initial Project Review Process	\$ 10,000
Schematic Design Phase:	\$ 65,000
Design Development Phase:	\$ 100,000
Construction Document Phase:	\$ 100,000
Procurement/GMP Assistance	\$ 7,500
Permitting Phase:	\$ 7,500
<u>Construction Administration Phase:</u>	<u>\$ 85,000</u>
Total Basic Services	\$ 385,000
Reimbursable Fee Allowance:	\$ 5,000
Topography and Boundary Survey:	\$ 11,500

4. **OWNER’S RESPONSIBILITIES:**

- 4.1. Unless otherwise provided for under the Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner’s objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- 4.2. The Owner shall establish the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner’s budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project’s scope and quality.
- 4.3. The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.
- 4.4. The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- 4.5. The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the

Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

- 4.6. The Owner shall furnish tests, inspections and reports required by the Ohio Building Code (Special Inspections) or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
 - 4.7. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.
 - 4.8. The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service.
 - 4.9. The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect’s services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect’s consultants shall be through the Architect.
 - 4.10. Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
 - 4.11. The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
 - 4.12. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.
5. **QUALIFICATIONS:**
- 5.1. Water, Gas, electric, sanitary and storm utilities are available within close proximity of the proposed building site.
 - 5.2. Simple Spread Footings will be used (no Deep Foundations or Piers will be needed)
 - 5.3. The Procurement method will be Construction Manager at Risk.
 - 5.4. The previously prepared Concept Design Study will be used as the basis of design for the initial evaluation per Item 2.3.
6. **EXCLUSIONS:**
- 6.1. Geotechnical and environmental investigations or coordination
 - 6.2. Design of the sound, security, and data systems

- 6.3. Traffic Studies
- 6.4. Services in conjunction with off-site utilities
- 6.5. Resolution of land use, zoning amendments, disputes, and variances.
- 6.6. Designs for the upgrade of existing sanitary sewers or watermains.
- 6.7. Design of sanitary sewer lift stations, surge tanks and holding tanks.
- 6.8. Design of watermain booster pumps.
- 6.9. Plan review, application, inspection, and permit fees.

7. **GENERAL TERMS AND CONDITIONS:**

- 7.1. **BINDING AND ASSIGNMENT:** The Owner and MSP, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor MSP shall assign this Agreement without the written consent of the other.
- 7.2. **FEE:** The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service outlined herein. Where the fee arrangement is to be on an hourly basis, the rates shall be on attached fee schedule. Reimbursable expenses will be invoiced at 1.1 times MSP cost. Any change in scope will be discussed prior to additional services being rendered.
- 7.3. **BILLINGS/PAYMENTS:** Invoices for services and reimbursable expenses shall be submitted, at MSP’s option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. MSP shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and MSP shall have no liability for any resultant delays or damages incurred by Owner as a result of such suspension/termination. Retainers shall be credited on the final invoice. Owner agrees to pay all costs of collection, including reasonable attorney’s fees.
- 7.4. **STANDARD OF CARE:** In providing services under this agreement, MSP will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. MSP will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of MSP’s part of the Project. Regardless of any other term or condition of this Agreement, MSP makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.
- 7.5. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither Owner nor MSP shall be liable to the other for any incidental indirect or consequential damages arising out of and/or connected in any

way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

- 7.6. **RISK ALLOCATION:** In recognition of the relative risks and benefits of the Project to both Owner and MSP, Owner agrees, to the fullest extent permitted by law, to limit MSP’s total liability to Owner or anyone making claims through Owner, for any and all damages or claim expenses (including attorney’s fees) arising out of this Agreement, from any and all causes, to the total amount of insurance coverage available at the time of judgement or settlement.
- 7.7. **TERMINATION OF SERVICES:** This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, Owner shall pay MSP for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- 7.8. **OWNERSHIP OF DOCUMENTS:** All documents produced by MSP under this agreement, including electronic files, shall remain the property of MSP and may not be used by this Owner for any other purpose without written consent of MSP. Any such use or reuse shall be at the sole risk of Owner who shall defend, indemnify and hold MSP and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user’s sole risk and without liability to MSP and its subconsultants.
- 7.9. **DEFECTS IN SERVICE:** Owner shall promptly report to MSP any defects or suspected defects in MSP’s services. Owner further agrees to impose a similar notification requirement on all contractors in its Owner/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by Owner and Owner’s contractors or subcontractors to notify MSP shall relieve MSP of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
- 7.10. **CONSTRUCTION ACTIVITIES:** MSP shall not be responsible for the acts or omissions of any person performing any construction work or for instructions given by Owner or its representatives to anyone performing any construction work, nor for construction means and methods or job-site safety.
- 7.11. **DISPUTE RESOLUTION:** Any claim or dispute between Owner and MSP shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) or mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

- 7.12. **RELATIONSHIP OF PARTIES:** All services provided by MSP are for the sole use and benefit of Owner. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or MSP.
- 7.13. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement be found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.
- 7.14. **APPLICABLE LAW:** The law applicable to this Agreement is the state of the Project location.
- 7.15. **HAZARDOUS MATERIAL:**
- 7.15.1. MSP shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 7.15.2. Owner waives any claim against MSP and agrees to indemnify, defend and hold MSP harmless from any claim or liability for injury or loss arising from encountering unanticipated hazardous materials. Hazardous materials include any materials that are known or suspected to jeopardize human health or safety, through exposure of any kind. Such materials shall include but not be limited to those listed in various federal, state and local laws and regulations.
- 7.16. **INVALIDITY:** If any provision of this Agreement is held invalid by a court of competent jurisdiction, it shall be considered deleted from the Agreement, but such invalidity shall not affect other provisions that can be given effect without the invalid provisions.
- 7.17. **ELECTRONIC DOCUMENTS:** Should the Owner’s consultants or sub-contractors require electronic versions of the base files (CAD format), MSP shall provide files only upon receipt of signed electronic data transfer form.
- 7.18. **NOTICE:** Notice given hereunder shall be deemed served when in writing and personally delivered to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered mail to the address set forth in this Agreement.
- 7.19. **DELAYS:** Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other’s employees and agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above. This proposal shall be valid for a period of 60 days from the date indicated hereon.

McGill Smith Punshon, Inc.

Owner

By: Randal G. Merrill, AIA

By: _____



Title: Executive Vice President

Title: _____

Date: November 18, 2022

Date: _____

DRAFT AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 20 day of «November» in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

Hamilton Township
7780 South St. Rt. 48
Hamilton Township, Ohio 45039

and the Architect:

McGill Smith Punshon, Inc. [MSP Design]
3700 Park 42 Dr #190b,
Cincinnati, OH 45241
P: 513-759-0004

for the following Project:

Hamilton Township New Public Works Facility
7780 South St. Rt. 48
Hamilton Township, Ohio 45039

The Construction Manager (if known):

TBD

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201-2017™, General Conditions of the Contract for Construction; A133-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134-2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™-2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

Refer to Exhibit A, Professional Services Scope and Fees

§ 1.1.1 The Owner's program for the Project:

Refer to Exhibit A, Professional Services Scope and Fees»

§ 1.1.2 The Project's physical characteristics:

See Concept Design Documents for description of the project. The new Public Works Facility is approximately 25,200 s.f. on approximately 3+/- acres positioned between the existing Fire Station and the Police/Admin. Facility a 7780 South St. Rt. 48, Mainville, Ohio 45039

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

«Hamilton Township's target budget for the total project is between \$6,000,000 and \$7,000,000.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

« Target Project Timeline

December 2024	CMR RFQ/RFP Submittals
January 2025	CMR Interviews and Contract Negotiations
Jan//Feb. 2025	Initial Project Evaluation w/ Cost Modeling/Budget Balancing
Feb/March 2025	Schematic Design Phase / Cost Model Update
March/May 2025	Design Development Phase / Cost Model Update
May/June 2025	Construction Documents Phase
June/July 2025	GMP
July 2025	Permitting
August 2025 to July 2026	Construction Phase
August 2026	Grand Opening»

.2 Construction commencement date:

«Late July 2025»

.3 Substantial Completion date or dates:

«August 2026 (approximately 12 to 13 Months)»

.4 Other milestone dates:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:

AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, or phased construction are set forth below:

«N/A»

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:

«none»

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E234–2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Mr. Jeff Wright
Township Administrator
7780 South St. Rt. 48
Hamilton Township, Ohio 45039
jwright@hamilton-township.org
Office: (513)-678-1645

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address, and other contact information.)

«To Be Determined»

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Construction Manager:

(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

« TBD »

.2 Land Surveyor:

McGill Smith Punshon, Inc.
3700 Park 42 Dr #190b,
Cincinnati, OH 45241
P: 513-759-0004»

.3 Geotechnical Engineer:

by separate Owner contract
Alt & Witzig Engineering, Inc.
6205 Schumacher Park Drive
Cincinnati, OH 45069
(513) 777-9890
»

.4 Other consultants and contractors:

(List any other consultants and contractors retained by the Owner.)

« Additional required specialty equipment and systems vendors as named by the Owner.»

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:

(List name, address, and other contact information.)

« Randal G. Merrill, AIA, NCARB
Executive Vice President
Rmerrill@mispdesign.com
«P: 513-759-3237»

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:

(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Pinnacle Engineering, Inc.»
«8180 Corporate Park Drive, Suite 235»
«Cincinnati, OH 45242»
«P: 513-984-1663»
« »

.2 Mechanical, Electrical and Plumbing Engineer:

«Prater Engineering Associates, Inc
«6130 Wilcox Road»
«Dublin, OH 45016 »
«P: 614-766-4896 »

.3 Civil Engineer:

« McGill Smith Punshon, Inc.
3700 Park 42 Dr #190b,
Cincinnati, OH 45241
P: 513-759-0004»

.4 Landscape Architecture

« McGill Smith Punshon, Inc.
3700 Park 42 Dr #190b,
Cincinnati, OH 45241
P: 513-759-0004»

.5 Interior Design

McGill Smith Punshon, Inc.
3700 Park 42 Dr #190b,
Cincinnati, OH 45241
P: 513-759-0004

§ 1.1.12.2 Consultants retained under Supplemental Services:

«N/A »

§ 1.1.13 Other Initial Information on which the Agreement is based:

«N/A »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than «One Million Dollars» (\$ «1,000,000») for each occurrence and «Two Million Dollars» (\$ «2,000,000») in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than «One Million Dollars» (\$ «1,000,000») per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than «One Million Dollars» (\$ «1,000,000») each accident, «One Million Dollars» (\$ «1,000,000») each employee, and «One Million Dollars» (\$ «1,000,000») policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than «One Million Dollars» (\$ «1,000,000») per claim and «Three Million Dollars» (\$ «3,000,000») in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Construction Manager's Preconstruction Phase services, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, or the Owner's approval of the Construction Manager's Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner in communications related to substitution requests, clarifications, and interpretations.

§ 3.2 Review of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare, for review by the Owner and Architect, and for the Owner's acceptance or approval, a Guaranteed Maximum Price proposal or Control Estimate. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.2 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.6.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. Supplemental Services indicated below are as enumerated in Exhibit A, Professional Services Scope and Fees



Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Assistance with Selection of Construction Manager	Architect
§ 4.1.1.2 Programming	Architect
§ 4.1.1.3 Multiple Preliminary Designs	not provided
§ 4.1.1.4 Measured drawings	not provided
§ 4.1.1.5 Existing facilities surveys	not provided
§ 4.1.1.6 Site evaluation and planning	Architect
§ 4.1.1.7 Building Information Model management responsibilities	Architect
§ 4.1.1.8 Development of Building Information Models for post construction use	not provided
§ 4.1.1.9 Civil engineering	Architect
§ 4.1.1.10 Landscape design	Architect
§ 4.1.1.11 Architectural interior design	Architect
§ 4.1.1.12 Value analysis	not provided
§ 4.1.1.13 Cost estimating	CMR
§ 4.1.1.14 On-site project representation	CMR
§ 4.1.1.15 Conformed documents for construction	Architect
§ 4.1.1.16 As-designed record drawings	not provided
§ 4.1.1.17 As-constructed record drawings	not provided
§ 4.1.1.18 Post-occupancy evaluation	not provided
§ 4.1.1.19 Facility support services	not provided
§ 4.1.1.20 Tenant-related services	not provided
§ 4.1.1.21 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.22 Telecommunications/data design	not provided
§ 4.1.1.23 Security evaluation and planning	not provided
§ 4.1.1.24 Commissioning	not provided
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	not provided
§ 4.1.1.26 Historic preservation	not provided
§ 4.1.1.27 Furniture, furnishings, and equipment design	not provided
§ 4.1.1.28 Other services provided by specialty Consultants	not provided
§ 4.1.1.29 Other Supplemental Services	not provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

« Refer to Exhibit A, Professional Services Scope and Fees »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

«n/a»

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E234™-2019, Sustainable Projects Exhibit,

Construction Manager as Constructor Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect;
- .12 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .13 Services necessitated by the Owner's delay in engaging the Construction Manager;
- .14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and
- .15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «Two» («2») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 «Eight» («8») visits to the site by the Architect during construction
- .3 «Three» («3») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «One» («1») inspections for any portion of the Work to determine final completion

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within «Twenty-Four» («24») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land,

rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien

arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

NA

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum – See Exhibit "A" – Scope and Fee Description

« Stipulated sum or hourly time and materials as outlined in Exhibit A, Professional Services Scope and Fees for services provided as outlined, and parameters for billing, payment, additional services and reimbursable expenses. »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

« Supplemental services listed by Architect in 4.1.1 and enumerated in Exhibit A, Professional Services Scope and Fees are included in the Exhibit's fees outline.

To be Determined»

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

« Fees for Additional Services are as outlined in Exhibit A, Professional Services Scope and Fees »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus «Twenty» percent («20» %), or as follows:

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

n/a

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

«Refer to Exhibit A, Professional Services Scope and Fees»

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Ten» percent («10» %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

«NA»

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of «Zero» (\$ «0.00») shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid « » (« ») days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

n/a

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 **SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

«Refer to Exhibit A, Professional Services Scope and Fees »

ARTICLE 13 **SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 Exhibits:
 - Exhibit A, Professional Services Scope and Fees
 - Exhibit B – Concept Design Documents
 - Exhibit C – Insurance Certificate
 - Exhibit D – MSP Hourly Rate Schedule

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

« »« »

(Printed name and title)

ARCHITECT *(Signature)*

«Randal G. Merrill, A.I.A., NCARB
Executive Vice President
McGill Smith Punshon, Inc. »

(Printed name, title, and license number, if required)



Construction Manager At Risk (CMR) Benefit Assessment Narrative

by Randal G. Merrill, A.I.A., N.C.A.R.B., LEED AP
Executive Vice President, MSP Design

Construction Procurement Methods: Design Bid Build Vs. Construction Manager at Risk

Over the last several years, due to the pandemic and its residual impacts to supply chain shortages, labor challenges and runaway inflation, the design and construction industry has experienced dramatic change. Our old adages no longer apply. What we thought we knew less than three years ago is no longer relevant. No matter where you turn, there seems to be chaos.

Our new normal is to operate within a continuing state of change. The term “chaos of everything” applies to our current situation and as a result, there has been a significant shift in how we satisfy our client’s needs both efficiently and economically.

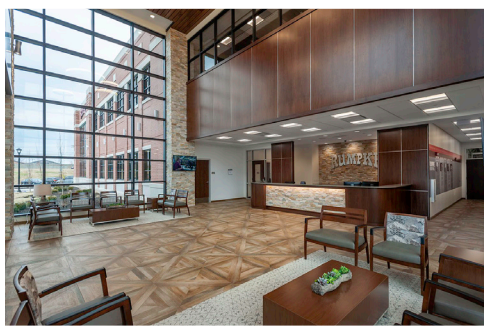
One way to help navigate the “chaos of everything” is to facilitate a strong partnership between the owner, designer and contractor. The earlier we develop such relationships, the more successful we will be at providing solutions that are functional and aesthetically pleasing, while also remaining on schedule and on budget. It is this relationship that allows us to meet the challenges that our current construction market presents.

There are many ways to deliver a construction project and each delivery method has pros and cons. The two ways that I’ll compare are traditional **Design Bid Build** and a partnering position called **Construction Manager at Risk**.



Construction Manager at Risk (CMR) Project:
Butler Tech Bioscience Center





Construction Manager at Risk (CMR) Project: Rumpke Corporate Headquarters

Design Bid Build (DBB)

This is the **traditional** way of delivering a project. The architect designs the project and issues the construction documents for public bid, ultimately resulting in the selection of the lowest qualified bidder. This delivery method creates an adversarial relationship between the contractor and the design team/owner. The contractor needs to find the best way to get the lowest bid and potentially tries to get change orders during construction.

Difficulties of DBB delivery method

- The project is procured after all design decisions are made and construction documents have been completed and ready for permit.
- The general contractor (GC) provides “hard bids” with a total price for the project that is represented by the construction documents.
- Any field surprises or work identified outside the construction documents result in change orders.
- No return of cost saving. GC’s incentive is to mark up through change orders.
- Typically, you have to take the lowest bidder and you may not be able to qualify someone you may not want to work with.
- You may not have control of the subcontractors, vendors or suppliers the GC has included within his bid. Sometimes the bidding actually starts after the GC has been awarded the project and the GC may attempt to reduce the cost of the subcontractors and pocket the difference. Little to no transparency is provided.
- It is sometimes difficult to vet the GC’s bid to make sure all necessary items are included and the correct products that have been specified.
- Additional disadvantages of the DBB method:
 - You cannot create early bid packages
 - You cannot pre-order long lead items
 - Lack of transparency
 - More difficult to control final cost of the project



**Construction Manager at Risk (CMR) Project:
Butler Tech Natural Science Center**

Construction Manager at Risk (CMR)

About 15 years ago, we set out to create a mutually beneficial method to deliver projects to our clients; a method that eliminates the adversarial relationships that the traditional delivery method creates. We strive to provide a true relationship between the owner, designer and contractor to foster a partnership that allows project challenges to be discussed and resolved in a transparent process.

CMR is our suggested delivery method for providing the client with a team of professionals that work together to deal with the “chaos of everything” during the design and construction process. The following are the benefits of using the CMR delivery method:

The CMR is selected on qualifications. MSP has a proven process of solicitation and selection of the CMR that provides the necessary information to the client and allows them to make an

informed decision as to who is the best fit for their project. They are typically selected after the initial concept design and initial opinion of probable cost has been prepared by the design team.

CMR candidates are asked to respond to the concept design and budget with the following information:

1. **Schedule development**
2. **Review of the opinion of probable construction cost**
3. **Staffing plan**
4. **Preconstruction services and fees**
5. **General conditions analysis and projects cost**
6. **CM fees**
7. **Contingency allowance expectations**
8. **How cost savings will be handled**

This information helps the client understand how the CMR will address the project, how and who they will use to staff the project and addresses the general staffing and fees associated with the project. It is important to not focus on the “cost of work” in the selection of the CMR. It will be worked out as the design is completed in a collaborative process involving the design team and CMR and the owner.

Typically, three to four CMR’s are short-listed and interviewed by the owner and design team. Based upon the CMR’s presentation and information, the owner will select the best CMR candidate.

Advantages the CMR delivery method

- A true partnership is created between the owner, design team and the CMR.
- Long lead items can be quickly identified and procured as appropriate.
- Material and labor shortage issues can be identified during the design phase and material selection can be evaluated early to help with cost, constructability and schedule implications.
- Early bid packages can be developed with guaranteed maximum prices (GMP) established and coordinated.
- The CMR provides cost analysis at each design phase and value management ideas can be incorporated at appropriate stages.
- Transparent bidding: The CMR will prepare detailed bid packages for each trade and obtain a minimum of three bidders for each package. All bids are reviewed in an open book process with the owner and design team. The CMR will prepare a final bid tabulation as part of their GMP with each trade clearly identified. This process provides greater cost certainty.
- Contingency planning will include owner's contingency and the CMR contingency and addresses how these funds will be allocated and approved.
- Constructability reviews will be conducted at each design phase and incorporated appropriately.
- There are incentives to reduce costs. Any allocated funds not spent go back to the owner or shared as negotiated.
- Due to cost control mechanisms that are implemented throughout the design and bidding phases, and the fact that the CMR is intimately involved in the design phases, they create the bid packages with innate knowledge of the overall project. This results in minimal change orders during construction. In fact, many projects with proper contingency planning are completed with no change orders and the owner receives all of the unspent contingency funds.
- We have also found that due to the extensive involvement of the team, there are less Request for Information (RFI) requests and changes during the construction phases.



Construction Manager at Risk (CMR) Project: Warren County Event Center



**Construction Manager at Risk (CMR) Project:
Digestive Specialists**

Since 2011, we have purposefully honed our processes to incorporate the best project delivery system for our clients. We truly believe that a transparent and “team based” approach for both project design and construction provides the best solutions, transparent competitive bidding processes, less change orders during construction and allows the entire team (client, design team and construction team) to focus on meeting the expectation of the client.

I would be happy to review our processes and explain further how we have successfully incorporated the CMR delivery method through project examples and show how CMR could be the appropriate direction for your next project.

Randy Merrill is Executive Vice President at MSP Design. With over 40 years of experience as an architect in the Commercial Real Estate industry, Randy is an expert in delivering complex projects on time and on budget. His diverse background allows him to think outside the box providing clients with creative design solutions that meet and exceed their expectations.

**Request for Proposals for
CONSTRUCTION MANAGEMENT AT RISK SERVICES
Issued: November 29, 2024**

for

**Hamilton Township - New Public Works Facility
7780 South State Rout 48
Hamilton Township, Ohio 45039**

MSP Project No. 24486.01



**Request for Proposals for
CONSTRUCTION MANAGEMENT AT RISK SERVICES**

Issued: November 29, 2024

Hamilton Township Board of Trustees (Owner) requests Proposals from Construction Management Firms to provide construction management at risk services for the new Public Works Facility on property located between the Hamilton Township Fire Station and the Administration/Police Station along South St. Rt. 48, Hamilton Township, Ohio 45039.

GENERAL INFORMATION

Owner:

Hamilton Township Board of Trustees
7780 South State Rt. 48
Hamilton Township, Ohio 45039

Project Title:

Hamilton Township Public Works Facility
7789 South State Rt. 48
Hamilton Township, OH 45039

Submission Deadline:

Digital Submittal Deadline:

2:00 P.M. Friday, December 20, 2024

No hard-copies required.

Submission Requirements:

MSP Design

Attn: Randal G. Merrill, AIA
Executive Vice President
3700 Park 42 Drive, Suite 190B
Cincinnati, Ohio 45241

Transmit a digital copy of the Proposal with all required supporting documentation and information in a single PDF to: Randal G. Merrill, Rmerrill@mspdesign.com

The transmittal (email or cover page) of the RFP package must include the following information: "RFP for Construction Management Services," the Project Title, and CM firm's name, business address, telephone number, email address and phone number for the primary contact person. See below for specific requested information.

Up to three contractors will be invited to participate in shortlist Interviews to be scheduled for the week of **January 6th -10th, 2025**. Exact dates and time are to be determined.

The Owner reserves the right to modify any or all of the above dates.

Status of Request for Proposals

This Request for Proposals does not represent an offer by the Owner nor does it confer any rights on any respondent. The Owner shall not be responsible under any circumstances for any costs incurred by any respondents to this RFP. The Owner reserves the right to modify, suspend or cancel this selection process at any time at its sole discretion.

No obligation or liability shall be imposed on the Owner by issuance of this RFP. The Owner reserves the right at its sole discretion to refuse any proposal submitted. The Owner reserves the right to request additional information from any applicant, to qualify or disqualify applicants, to reject any or all proposals, to waive any irregularities in any proposal should it be in the Owner's best interest. The owner shall select the proposal that is in the best interest of the Owner and not necessarily the lowest cost proposal.

Use of Information

Any specifications, drawings, sketches, models, samples, data, computer programs, documentation, technical or business information and the like ("Information") furnished or disclosed by the Owner to the proposer in connection with this RFP shall remain the property of the Owner.

Project Delivery Method

It is the Owner's intention to construct this project utilizing the Construction Manager at Risk Delivery Method. The selected CMR firm will also be required to provide preconstruction services that include design assistance with emphasis on general constructability.

Based on the Concept Design, the CMR shall develop a Rough Order of Magnitude cost analysis and with collaboration from the Design Team and the Owner, develop necessary cost reduction ideas that can be further developed into the design of the project to ensure the Owner's budget expectations are being met.

Time shall be allotted for bi-weekly collaboration meetings, MEP and Structural systems evaluation and recommendations, developing sequencing scenarios, , schedule refinement, cost modeling, cost model check at the point of Design Development completion. Benchmark Cost Model updates will be required per the schedule below.

A Guaranteed Maximum Price (GMP) shall be developed when the design documents are approximately 90% complete. Please submit CMR experience, including the number of years you have been offering CMR services, approximate number of projects, project types, project budgets, etc.

Presentation Outline

Each CMR firm will be given 45 minutes to present their proposals, and 15 minutes for questions and comments from the Owner and Architect. AV projection equipment will be available. The Owner is planning to hold presentations at the offices of MSP Design, but this may change. In that event, MSP will follow up with the new location for the presentations.

Project Description

The project is a new Public Works Facility that will be positioned between the existing Fire Station and Administration/Police Station at the Hamilton Township Campus along South State Route 48, Hamilton Township, Ohio 45039. The project is a new one (1) story 25,300 SF building that contains 3,300 SF of office space, a 1,500 s.f. Wash Bay, a 17,200 SF drive-through garage and a 3,300 sf. Maintenance Shop. There will be three mezzanines included as follows: Mezz. No. 1 – 432 s.f., ;Mezz. No. 2 – 900 s.f. and mezz. No. 3 – 526 s.f. The Site includes approximately 3.50 acres positioned between the Hamilton Township Fire Station and the Administration/Police Station along St. Rt. 48 in Maineville, Ohio. The building construction is planned to be a pre-engineered metal building frame with a masonry veneer wainscot with cement board siding.

Detailed design for this project will be advanced once the CMR has been selected and a “Control Estimate” has been established based on the Concept Design Documents. Through a collaborative effort between the Owner, Design Team and the CMR, the necessary Concept Design adjustments will be defined and approved by the Owner allowing the Design Team to begin the Design Phase. The Design Phase is anticipated to be completed by June 2025 with construction to begin in July 2025. The anticipated project completion date is July 2026.

The current preliminary project budget is set between \$6,000,000 to \$7,000,000.

Attached Project Documents

- Preliminary New Service Department Concept Design Drawings:
 - Site Plan
 - Overall Floor Plan
 - Mezzanine, High Bay & Roof Plan
 - Building Elevations
 - Building Perspective Views

Target Project Timeline

December 2024	CMR RFQ/RFP Submittals
January 2025	CMR Interviews and Contract Negotiations
Jan//Feb. 2025	Initial Project Evaluation w/ Cost Modeling/Budget Balancing
Feb/March 2025	Schematic Design Phase / Cost Model Update
March/May 2025	Design Development Phase / Cost Model Update
May/June 2025	Construction Documents Phase
June/July 2025	GMP
July 2025	Permitting
August 2025 to July 2026	Construction Phase
August 2026	Grand Opening

Selection Process

The method for the selection of the Construction Manager at Risk (CMR) is being conducted as a one-step process. The Selection Committee will evaluate the submitted proposals and interviews of each invited firm that submits their RFP Response. The proposing CM firms will then be scored by the selection committee, and The Owner will then commence negotiations with the highest ranked Firm.

In the event negotiations with the highest ranked firm does not result in a contract acceptable to the owner, negotiations will be terminated and commence with the next highest ranked firm. The process will continue until the Owner can complete an acceptable contract with one of the CM firms submitting an advantageous proposal.

Treatment of Information Submitted to the Owner

The Owner shall have no obligation to treat any information submitted in or in connection with a Proposal as proprietary or confidential. The Owner shall have the right to use all or portions of the Proposals and accompanying information, as it considers necessary or desirable. By submission of a Proposal, the respondent thereby grants to the Owner an unrestricted license to use all materials submitted in connection with the CMR selection process.

SUBMISSION REQUIREMENTS

Proposals received later than the submission deadline specified above will be considered non-responsive and rejected. Respondents are cautioned to allow sufficient time for mailed materials to be received. Proposals will not be opened or read publicly.

Content

The respondent must submit all of the information and documentation listed below. Do not include superfluous material. Respondents must give complete and accurate answers to all questions and provide all of the information requested.

Provide a written evaluation and recommendations for each of the following:

- Preliminary Project Schedule
- Assessment of proposed Owner overall project Budget of \$6,000,000 to \$7,000,000 Project cost.
- Statement of Project Understanding with an emphasis on constructability, cost and schedule.
- Project Logistics Outline of your proposed approach to the execution and completion of this project
- Notable issues or challenges
- Scope of Pre-construction Services
- How shared savings will be handled
- How contingency funds will be established and handled

Fee Proposal

Utilize the included CMR Proposal Form to provide the requested fees consisting of Costs for General Conditions, Pre-construction Fee, and Fee as a percent of construction.

Your proposal should be based on the attached project information and include the following as part of you Pre-Construction Services:

- Pre-Construction Design Assistance related to architectural, site, MEP and Structural. Periodic drawing and specification reviews to assess completeness and buildability with written feedback and recommendations, building product and systems recommendations, and other recommendations throughout the design, bidding and construction phases.
- Project planning (pre-construction as well as construction).
- Project Scheduling. Schedules are to include all proposed pre-construction, GMP development, construction and post construction phases.
- Cost Estimating. At minimum the construction manager shall prepare an Initial Cost Model based on the Concept Design documents with updates at the end of the Schematic Design Phase and Design Development Phase plans and project understanding. One Preliminary Guaranteed Maximum Price

(GMP) and One Final Guaranteed Maximum Price (GMP) should adjustments to the design be necessary to comply with budget.

- Written constructability reviews at Schematic Design, Design Development and GMP project milestones.
- Life-cycle costing of infrastructure systems if requested by the owner at the Control Estimate and GMP.
- Identification, planning and preparation for all bid packages.
- Coordination with the owner on the preparation of all bidders' lists.
- Bid procurement.
- Facilitating owner review of all bids.
- Contracts for construction.
- Resume and background of the Project Director and all other assigned staff as identified by the Construction Management firm.
- Method of Tracking costs against budget.
- Project Meetings (specify quantity and schedule of Pre-construction phase meetings).

Questions and Clarifications

Questions regarding this project should be directed to:

McGill Smith Punshon, Inc
Attention: Randal G. Merrill, AIA
3700 Park 42 Drive, Suite 190B
Cincinnati, Ohio 45241
513-759-3237
Rmerrill@mspdesign.com

CMR COST PROPOSAL FORMAT

General Notes:

1. All cost are to include ALL associated expenses that related to the item in question.
2. Contractor shall plan adequate staffing to account for clerical, management, field supervision, and routine estimating time to process, implement and complete all construction change directives and change proposal requests that may be issued by the Architect of requesting by the Owner. Should the Owner request a substantial scope of work change, the estimating support that may be required of the Contractor's home office staff and additional supervision, if warranted, would be considered as an additional cost.
3. Positions and staff listed below are not intended to reflect any specific staffing level, only to convey that the list has to be complete and sufficient to support the required level of service.

CONSTRUCTION PHASE STAFFING AND SUPPORT \$ _____
Includes full time and support staffing, office and all non-construction overhead expenses:

TEMPORARY FACILITIES \$ _____
Includes on-site project office and facilities, temporary water, power and sewer for all CMR operations through substantial completion.

PROTECTION AND SAFETY \$ _____
Includes all Site-security and safety measures including but not limited to first aid, fire extinguishing, OSHA requirements, Temporary fencing and barricades, noise and dust control.

CLEAN-UP \$ _____
Includes general site trash collection and removal, dumpsters, pickup and dump fees, labor, final cleanup at project completion

FEES, LIABILITY AND INSURANCE \$ _____
Includes workers compensation, comprehensive general liability, auto liability, construction signage, builder's risk insurance, environmental pollution and professional insurance.

GENERAL CONDITOINS AND OVERHEAD GRAND TOTAL \$ _____

MISCILLAENEIOUS RATES

1. Payment and Performance Bond _____ %
2. Rental Equipment billing rate _____ %
3. Labor burden as a percent of wages, salaries, etc. _____ %

PRECONSTRUCTION SERVICES

Pre-Construction Fee

\$ _____

CONTRACTING FEE (OVERHEAD + PROFIT)

Profit/Fee as a percentage of construction. All General Conditions/Overhead costs are to be included above. Cost for all home office staff and expenses shall be included within this Fee.

_____ %

SCHEDULE

Preliminary estimate of the duration of the project (in calendar days) from date of commencement of construction to substantial completion of the entire work.

_____ Calendar Days



Office of Parks and Recreation
11/20/24 Trustee Meeting

The following motion is requested by the Board of Hamilton Township Trustees from the Office of Parks and Recreation:

Motion to authorize the Township Administrator to accept the proposal from Gamechanger Athletics for the athletic court project at Testerman Park for an amount not to exceed \$116,160.60.

Background:

The athletic courts at Testerman Park are overdue for maintenance. In 2023, the board appropriated a total of \$50,000 for this project so that we could submit a grant application to ODNR with a split of \$31,253 from NatureWorks funding (*maximum amount available*) and a Township contribution of \$18,747. We were awarded this funding and have been researching the project this year. Our research has identified two optimal project approaches, both of which surpass the original budget estimate.

Option 1: Mill the entire asphalt surface, apply new layers of asphalt and apply acrylic color coating

Initial Cost - \$75,000

Maintenance cost every 6 years – estimated at \$20,000+ (crack repairs, color coating)

Option 2: Minor crack and leveling repairs and install Sport Court tiles

Initial Cost - \$103,320.60

Maintenance cost every 6 years – estimated \$5,000, if necessary (minor leveling and crack repairs)

Staff recommends proceeding with the Sport Court Tile installation; a tile overlay system that goes on top of the existing surface. After some minor repairs are made to the existing low spots and cracks, these Sport Court tiles will offer decades of durability. There will be very minimal maintenance required resulting in less court closures and a lower cost over the life of the product. Jeff, Don and I have visited and tested both a new and aged sport court and are confident that it is a reliable product that requires significantly less maintenance. It also provides exceptional protection against abrasions, head injuries and reduces the risk of muscle and joint injuries.

Other necessary upgrades: Tennis net system, 2 portable pickleball nets, 2 basketball hoops

Cost - \$12,840

Staff has researched net and basketball hoop options and recommends purchasing these necessary items from Gamechanger Athletics as their prices and installation costs were the most competitive.

Sport Court's equipment, products and services fall under a Cooperative Purchasing agreement through Sourcewell and is fulfilled through our local dealer, Gamechanger Athletics.

Funding:

\$50,000 - ODNR NatureWorks -2911-610-360-0000 (*reimbursed \$31,253 at project completion*)

\$53,320.60 – Encumbered Funds – Contracted Services -1000-610-360-0000 (*unused, unawarded Capital Grant project in Marr Park*)

\$12,840.00 – Encumbered Funds – Contracted Services -1000-610-360-0000

Grand Total - \$116,160.60



Office of Human Resources
11/20/2024 Trustee Meeting

The following motion(s) is/are requested to the Board of Hamilton Township Trustees from the Human Resources Manager:

Motion to approve the amendment of the Hamilton Township roster as presented.

- Off role part time firefighter Matthew Greatorex effective 11/11/2024.
- Off role part time firefighter Alexander Guard effective 11/18/2024.

Motion to approve the revision of the Township Personnel Policy Manual, Section 6.02 Vacation Leave as presented, effective 11/20/2024.

- The policy revision recommendation to allow a partial 40-hour vacation accrual upon the employee completing their initial probationary period, this aligns with the Township's focus on the employee's mental well-being along with their physical well-being. It allows for an employee to have down time and recharge. From a recruitment standpoint, it also allows the Township to recruit mid-career experienced employees without the employee taking a step backward in their time off. The language for the partial accrual "at the completion of the probationary period" was used to allow for management, if needed, to extend an employee's probationary period and employee would not accrue vacation if probation was extended. The minimum probationary period is 6-months and can be extended up to an additional 3 months.
- The policy revision recommendation to allow an employee to receive their vacation accrual at the completion of their probationary period and then at completion of their first year of service on their anniversary date; subsequent vacation accruals thereafter would occur when the pay period which includes January 1st is processed. From an administrative level, accruals currently post throughout the year all on different dates. For scheduling purposes, an accrual based on the beginning of the calendar year is significantly easier to manage for both employees and supervisors.
- The policy revision recommendation is to allow for prior continuous service years at a State of Ohio public employer to count as one-to-one credit towards vacation accrual. Currently, only Township service years are calculated at one-to-one and all other are at half credit. This will allow the Township to recruit mid-career employees, it is a benefit to the Township to gain an experienced employee and it is a benefit to the employee that their prior public service years are not discounted.

VACATION LEAVE

SECTION 6.02

- A. Full-time Township employees shall be credited with paid vacation according to the following schedule:

After 1 year of completed service	80 hours vacation (equivalent to 2 weeks)
After 5 years completed service	120 hours vacation (equivalent to 3 weeks)
After 10 years completed service	160 hours vacation (equivalent to 4 weeks)
After 15 years completed service	200 hours vacation (equivalent to 5 weeks)

Vacation credit is calculated based upon a forty (40) hour workweek for regular, full-time employees (and administrative Fire Department employees) or on a forty-eight (48) hour workweek for most fire fighting personnel. Such 48-hour employees shall be credited the equivalent number of vacation hours to represent the appropriate number of weeks due. ~~Vacation leave shall be credited during the pay period in which the employee's anniversary date falls.~~

- B. Part-time, seasonal, or temporary employees are not entitled to vacation.
- C. One (1) year of completed service shall be computed on the basis of 2,080 hours for 80 hour employees or 2,496 for 48 hour employees in active pay status. After completing their initial ~~new-hire~~ probationary period, all employees will be credited a ~~partial~~ vacation ~~accrual time~~ of forty (40) hours during the pay period in which ~~the employee's~~ probationary period ends. ~~The remaining vacation accrual less the partial forty (40) hour accrual will post on the employee's anniversary date of one (1) full year of employment. Credit for vacation shall be prorated based upon the hours actually worked, excluding overtime. Hours worked includes hours in holiday, vacation and comp time off, but does not include sick leave, unpaid leave, or time spent on wage continuation for an injury. After the vacation accrual on the completion of the first year of employment, subsequent vacation accruals thereafter will occur when the pay period of January 1st is processed.~~
- D. Vacation leave shall be taken by an employee during the year in which it is credited, unless approved by the Employer, in which case vacation may be carried over and must be taken during the next calendar year.
- E. An employee is entitled to compensation, at his/her current rate of pay, for unused vacation credit at the time of separation from employment.
- F. Vacation leave will not be granted for call-in assignments, except in extenuating circumstances to be determined by the department head.
- G. Employees who encounter sickness while on vacation will be required to furnish a doctor's certificate for any time which is to be converted from vacation to sick leave.
- H. For purposes of calculating vacation leave, ~~prior~~ years of continuous service in full-time employment with ~~the a State of Ohio Public Employer or an Ohio County or an Ohio Village~~ will be credited at the rate of ~~one year of service for each completed year worked, one half of the number of completed years of service. Prior service with an Ohio Township will be credited at the rate of one year of service for each complete year worked.~~ Only full years of continuous service will be counted.



Zoning and Planning Office

11/20/24 Trustee Meeting

The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the Zoning and Planning Office:

Motion to approve Resolution 24-1120A, a resolution adopting procedures regulating the payment by an insurance company for fire damage to structures located within Hamilton Township.

ORC 3929.86 Synopsis

ORC § 3929.86 mandates that delinquent taxes or assessments be paid out of fire loss proceeds and provides a means for municipal corporations and townships to ensure that buildings or structures that have been damaged by fire are removed, repaired, or secured. The purpose of this code section is “to deter the commission of arson and related crimes, to discourage the abandonment of property, and to prevent urban blight and deterioration.”

Specifically, ORC § 3929.86 mandates that before an insurance company pays a claim in excess of \$5,000 for fire damage to a building or structure located within a municipal corporation or township in this state, it shall ascertain through the county treasurer, whether there are any delinquent taxes or assessments against the property which is the subject of the fire loss claim. If there are delinquent taxes or assessments, the insurance company shall transfer to the county treasurer an amount from the insurance proceeds necessary to pay such taxes or assessments.

Additionally, when the fire loss equals or exceeds 60% of the liability limits covering the building or structure, the insurance company shall transfer from the insurance proceeds to a designated officer of the municipal corporation or township an aggregate of \$2,000 for each \$15,000 of fire loss. In the alternative, if the insured has submitted a contractor’s signed estimate of the costs of removing, repairing, or securing the building or structure, the insurance company shall transfer the amount specified in the estimate.

Upon receipt of the proceeds, the designated official shall contact the named insured, certify that the proceeds have been received, and notify the insured that the proceeds will be returned to the insured when repairs, removal, or securing of the building or structure have been completed and the required proof has been received by the designated officer. If the municipal or township entity has incurred any costs for repairs, removal, or securing the structure, the costs shall be paid from the proceeds, and if any excess funds remain, the balance shall be paid to the insured.

However, the foregoing only applies to municipal corporations or townships that have enacted a resolution or ordinance authorizing this procedure and have filed a certified copy of the resolution or ordinance for public record with the superintendent of insurance.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on November 20, 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. _____ introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 24-1120A**

**RESOLUTION AUTHORIZING AND ADOPTING PROCEDURES AS SET FORTH IN
OHIO REVISED CODE SECTION 3929.86 REGULATING THE PAYMENT BY AN
INSURANCE COMPANY FOR FIRE DAMAGE TO STRUCTURES LOCATED
WITHIN HAMILTON TOWNSHIP, WARREN COUNTY, OHIO 45039.**

WHEREAS, the Board of Trustees of Hamilton Township, has determined that it is necessary for the health, welfare, and safety of the residence of Hamilton Township, Ohio that the Township adopt and authorize the procedures set forth in Ohio Revised Code Section 3929.86 (C) and (D), regarding the regulation of the payment of insurance claims by insurance companies for fire damage claims to structures located within the Township limits.

WHEREAS, whenever a policy or policies of insurance are in force providing coverage against the peril of fire on a building or structure the loss agreed to between the name insured or insureds and the company or companies is more than Five Thousand (\$5,000.00) Dollars and equals or exceeds sixty (60%) percent of the aggregate limits of liability on all fire policies covering the building or structure on the property, Hamilton Township, Ohio, shall follow the procedure set forth in the Ohio Revised Code section 3929.86 (C) and (D).

WHEREAS, Hamilton Township hereby adopts by reference, as if fully rewritten herein, the provisions of Ohio Revised Code section 3929.86 (C) and (D), for the express purpose of authorizing the procedure set forth within with respect to the payment of fire loss claims.

WHEREAS, the Fiscal Officer of Hamilton Township, Ohio, shall be and hereby is designated as the officer of Hamilton Township authorized to carry out the duties of Hamilton Township, Ohio, as the same are set forth in Ohio Revised Code Section 3929.86 (C) and (D).

WHEREAS, The Fiscal Officer of Hamilton Township, Ohio, shall be and hereby is authorized and directed to file for public record with the Ohio Superintendent of Insurance, a certified copy of this Resolution as required by the Ohio Revised Code Section 3929.86 (C), and to take any other steps that may be necessary to comply with the requirements of Ohio Revised Code Section 3929.86 (C) and (D).

WHEREAS, The Board of Trustees hereby finds and determines that all formal actions relative to the passage of this legislation were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken

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

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

SECTION 1. Any requirement that this resolution be read on two separate days is hereby waived and the resolution shall be approved upon one reading.

SECTION 2. This Resolution shall take effect on the earliest date allowed by law.

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

Darryl Cordrey -	Aye _____	Nay _____
Joseph P. Rozzi -	Aye _____	Nay _____
Mark Sousa -	Aye _____	Nay _____

Resolution adopted this 20th day of November, 2024.

Attest:

Leah M. Elliott, *Fiscal Officer*

Approved as to form:

Benjamin J. 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 November 20, 2024.

Date: _____

Leah M. Elliott, *Fiscal Officer*



Office of Township Administrator
11/20/24 Trustee Meeting

The following motion is requested by the Board of Hamilton Township Trustees from the Administrator.

Motion to approve Resolution 24-1120B, a resolution approving Hamilton Township's entry into a consent decree resolving Warren County Common Pleas Court Case No. 22CV095455, and authorizing submittal of the consent decree for the Common Pleas Court's review and approval in such case, in accordance with Ohio Revised Code 505.07

In 2005 a dispute began between property owners, developers, Warren County and Hamilton Township regarding a request for access to the Warren County sanitary sewer system for the development of a single-family subdivision on Mounts Road. In 2022 Warren County denied necessary sanitary sewer access to the subject property.

The parties have been negotiating a fair resolution to the situation that results in an acceptable development of the property and avoids immeasurable additional expenses, time and uncertainty if the litigation continues. The project was previously reviewed and approved in regards to zoning by Hamilton Township as Cluster development and the plan complies in terms of density and frontage with that approved plan.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on November 20, 2024, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey– Trustee, *Chair*
Joseph P. Rozzi– Trustee, *Vice Chair*
Mark Sousa – Trustee

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

**HAMILTON TOWNSHIP, WARREN COUNTY, OHIO
RESOLUTION NUMBER 24-1120B**

**RESOLUTION APPROVING HAMILTON TOWNSHIP’S ENTRY INTO A CONSENT
DECREE RESOLVING WARREN COUNTY COMMON PLEAS COURT
CASE NO. 22CV095455, AND AUTHORIZING SUBMITTAL OF THE
CONSENT DECREE FOR THE COMMON PLEAS COURT’S REVIEW AND
APPROVAL IN SUCH CASE, IN ACCORDANCE WITH OHIO REVISED CODE 505.07**

WHEREAS, Home Acres Investments, LLC (“HAI”) is the owner of approximately 171 acres of real property located on Mounts Road in Hamilton Township and designated Warren County Auditor’s Parcel Number 17-22-300-005 (the “Property”);

WHEREAS, the Property is under contract to be sold to Winsor Development, LLC (“Winsor”), with the intent that Winsor constructs a residential development thereon (the “Development”);

WHEREAS, on or about July 26, 2022, the Warren County Board of County Commissioners (the “County”) denied necessary sanitary sewer access to the proposed Development through the passage of Resolution No. 22-1147;

WHEREAS, HAI and Winsor (collectively, “Plaintiffs”) contested the County’s denial of sewer access to the Development by filing suit against the County in Warren County Common Pleas Court, captioned *Home Acres Investments, LLC, et al. v. Warren County Commissioners, et al.* (Case No. 22CV095455) (the “Litigation”);

WHEREAS, Hamilton Township, as a political subdivision with jurisdiction over the Property, has a substantial interest in the outcome of the Litigation and intervened as a co-defendant in the case;

WHEREAS, all parties to the Litigation desire to amicably resolve the case in order to avoid the time, expense, and uncertainty associated with continued court proceedings;

WHEREAS, through lengthy negotiations, the parties crafted a proposed consent decree, attached as Exhibit A to this Resolution, (the “Consent Decree”) which, among other things, requires Plaintiffs to submit for the County’s and Township’s approval modified residential Development plans for the Property, and requires the County to grant sanitary sewer access to the modified Development;

WHEREAS, R.C. 505.07 empowers the Township to settle any litigation to which the Township is a party through means of a consent decree; and

WHEREAS, the Hamilton Township Board of Trustees finds the Consent Decree satisfies County and Township concerns related to the Development, is a fair and reasonable settlement of the Litigation, and is in the overall best interests of the Township.

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

Section 1. The Consent Decree is hereby approved in substantially the same form as Exhibit A.

Section 2. The Township Administrator and/or Law Director are hereby directed to enter into the Consent Decree on the Township’s behalf, and to cause the Consent Decree to be submitted to the Warren County Common Pleas Court for consideration and approval in Case No. 22CV095455.

Section 3. The Township Administrator and/or Law Director are further authorized to negotiate and/or execute on the Township’s behalf any and all associated agreements and other documentation as are necessary to carry out the intent of this Resolution to settle the Litigation consistent with the terms and conditions of the Consent Decree.

Section 4. It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. This Resolution shall be effective from the earliest date permitted by law.

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

Darryl Cordrey –	Aye _____	Nay _____
Joseph P. Rozzi –	Aye _____	Nay _____
Mark Sousa –	Aye _____	Nay _____

Resolution adopted this 20th day of November, 2024.

Attest:

Leah M. Elliott, *Fiscal Officer*

Approved as to form:

Benjamin J. 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 November 20, 2024.

Date: _____

Leah M. Elliott, *Fiscal Officer*

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as “Settlement Agreement”) effective this __ day of November, 2024 (the “Effective Date”), is made and entered into by and between **Home Acres Investments, LLC**, a limited liability company organized under the laws of the State of Ohio (“HAI”), **Winsor Development, LLC**, a limited liability company organized under the laws of the Commonwealth of Kentucky (“Winsor”), **Warren County Commissioners**, an Ohio county and political subdivision of the State of Ohio (“WCC”), and **Hamilton Township Trustees**, an Ohio township and political subdivision of the State of Ohio (“HTT”) (collectively, HAI, Winsor, WCC, and HTT are referred to as the “Parties” or each as a “Party”).

RECITALS

WHEREAS, HAI is the current owner of the property consisting of approximately 171 acres located on Mounts Rd., Maineville, Ohio 45039 and identified as Warren County Auditor’s Parcel Number 17-22-300-005 (“Stotler II”);

WHEREAS, as a result of prior litigation involving Stotler II, a settlement agreement was reached between the then owners of Stotler II, William R. Stotler and Sylvia A. Stotler, Trustees of the William R. Stotler and Sylvia A. Stotler Revocable Living Trust Dated 06/11/99 (the “Trust”), the Warren County Regional Planning Commission (“WCRPC”), C. Michael Kilburn, the WCC, Warren County, the Home Builders Association of Greater Cincinnati, and PBM Development, LLC, a true and accurate copy of which is attached hereto as **Exhibit A** (the “Prior Settlement Agreement”);

WHEREAS, the terms and conditions of the Prior Settlement Agreement were binding upon and inured to the benefit of all the parties thereto, and their respective successors and assigns, including, without limitation to, HAI;

WHEREAS, the Prior Settlement Agreement is a valid and enforceable contract;

WHEREAS, HAI is a successor in interest and assignee of the Trust to the Prior Settlement Agreement;

WHEREAS, the Stotler II property is lawfully entitled to access to the public sanitary sewer system;

WHEREAS, by virtue of the timely submission of a final plat for 371 residential lots, the Stotler II Preliminary Plat Plan is valid, enforceable and can be implemented on Stotler II (“2005 Stotler II Preliminary Plat Plan”);

WHEREAS, HAI has contracted to sell Stotler II to Winsor, which intended to develop Stotler II in accordance with the 2005 Stotler II Preliminary Plat Plan;

WHEREAS, HAI and Winsor are entitled to develop Stotler II in accordance with the 2005 Stotler II Preliminary Plat Plan;

WHEREAS, a dispute arose between the Parties related to Stotler II's access to the public sanitary sewer system and the 2005 Stotler II Preliminary Plat Plan (the "Dispute");

WHEREAS, on September 15, 2022, HAI and Winsor filed a lawsuit captioned *Home Acres Investments, LLC, et al v. Warren County Commissioners, et al* related to the Dispute in the Warren County Court of Common Pleas, which was assigned Case Number 22 CV 095455 (the "Lawsuit");

WHEREAS, HTT intervened in the Lawsuit, alleging that it possesses an interest in the Dispute and the outcome of the Lawsuit;

WHEREAS, the WCC and HTT requested that HAI and Winsor modify the 2005 Stotler II Preliminary Plat Plan to make it more desirable;

WHEREAS, Winsor submitted new plans to develop Stotler II under a new Revised Preliminary Plan with 371 residential lots, which was approved with conditions of approval by the WCRPC on November 21, 2024, a true and accurate copy of which is attached hereto as **Exhibit B** (the "Modified Plan") thereby vacating and replacing the 2005 Stotler II Preliminary Plat Plan, which is more desirable to all of the Parties; and,

WHEREAS, the Parties desire to forever end, terminate, fully and finally settle all disputes and disagreements relating to the Lawsuit and the Dispute in accordance with the terms and conditions of this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals: The above WHEREAS recitals above are incorporated as if fully re-written herein.

2. Settlement Agreement; Consent Decree; Notice Requirement

WCC represents and warrants that it has full authority and capacity to enter into and legally bind itself, along with all those related governmental entities, elected officials, departments, districts, and/or other individuals who may be responsible and/or required to perform any duty or obligation set forth in this Settlement Agreement and/or as may otherwise be required to enforce this Settlement Agreement. Based upon said representation and warranty made by WCC, HAI and Winsor agree that the named Defendants Warren County Ohio, Tom Grossmann Shannon Jones and David Young in their official capacity as a member of the Warren County Commissioners, are not sui juris and shall be dismissed from the Lawsuit with prejudice, with WCC being the sole Warren County Defendant for purposes of the Lawsuit, this Settlement Agreement, and enforcement of the Settlement Agreement.

Winsor and/or HAI shall, and at their cost, cause to be published a notice in the Cincinnati Enquirer, which includes the the caption of this case including case number and court where this Consent Decree will be filed, the intention of the parties to file this Consent Decree, a description of the subject Property, and the proposed changes / affirmative approvals resulting from this Consent Decree.

As soon as practical following 10 days of the running of the above referenced notice, the Parties through their respective legal counsel shall submit to the Court an agreed upon Consent Decree and Judgment Entry of Dismissal, which shall incorporate the terms of this Settlement Agreement.

WCC shall pay all court costs. The Parties agree that the Warren County Court of Common Pleas shall retain jurisdiction to enforce this Settlement Agreement.

3. Stotler II Public Sewer Access; other public utilities.

The Parties represent and warrant that Stotler II is entitled to access the public sanitary sewer system, including, but not limited to, providing sewer access as set forth in the Modified Plan. Said access is subject to the Rules and Regulations of the Warren County Water and Sewer Department. Other than as to the Sewer Connection rates, the Warren County Water and Sewer Department Rules, Regulations, Water Tap, and other appurtenant fees in effect at the time of connection to the public sanitary sewer system shall apply to the Stotler II development. The 2005 rate of \$2,480 shall apply to the Stotler II development and the development of the Modified Plan. Winsor shall be responsible for extending public sanitary sewer from an existing sanitary manhole at the end of Westmuth Drive to the west boundary of Stotler II, at Winsor's sole cost. Winsor shall not be responsible for any off-site improvements or upgrades. WCC and HTT shall not be responsible for any costs for on-site improvements for extending public sanitary sewer or any other public utilities to Stotler II. For clarity purposes, "on-site" shall refer to area within the boundary on the Stotler II Property, while "off-site" shall refer to any location outside of the boundary of the Stotler II Property.

4. Modification of the Stotler II Preliminary Plan

In consideration of the promises and undertakings set forth in this Settlement Agreement, Winsor submitted and received approval on November 21, 2024, as amended and revised, with said amendments and revisions being approved on November 21, 2024, of the Modified Plan. WCRPC's approval of the Modified Plan is attached hereto as **Exhibit C**. HTT and WCC approve of the Modified Plan and shall permit the Stotler II Property to be developed in accordance with **Exhibit B** (Modified Plan) and **Exhibit C** (the WCRPC approval of the Modified Plan) hereto. WCC and HTT shall promptly issue any and all permits, approvals, administrative decisions, certificates, or other similar issuances within their purview required to carry-out / allow Plaintiffs to develop the Stotler II property in accordance with the Modified Plan. Time is of the essence. Winsor and/or HAI shall have the ability to seek modification of the Modified Plan provided that the modifications are generally consistent with **Exhibit B** and **Exhibit C** hereto. WCC

shall have the ability to administratively modify the Modified Plan, only with prior written authorization from HAI and/or Winsor, provided Plaintiffs approve, in writing, of those modifications.

WCC and HTT represent and warrant that they will recommend and support approval of the Modified Plan with revised conditions and the development of Stotler II in accordance with the Modified Plan with revised conditions to and with any and all entities, individuals, agencies, and parties and non-parties to this Settlement Agreement. Should any entity, individual, agency, party or non-party to this Settlement Agreement, including without limitation, the Warren County Sewer and Water Department, the Warren County Engineer, Western Water Company, the Village of Maineville, the Ohio Environmental Protection Agency, United States Army Corp of Engineers, and/or the WCRPC decline or refuse approval of, or prevent, any aspect of the Modified Plan with revised conditions or the development of Stotler II in accordance with the Modified Plan with revised conditions, or otherwise impose conditions unacceptable to Winsor and/or HAI, then the Parties represent, warrant, and agree that Winsor shall be entitled to develop the Stotler II Property in accordance with the 2005 Stotler II Preliminary Plat Plan with all of its terms and conditions being enforceable.

5. Conditions for Approval; Property Assessment

WCC shall take full responsibility of, including the performance of any work, act, or otherwise, and bear all costs associated with, and relating to, the design engineering, bidding, and construction of the offsite improvements necessary for the record plats of Stotler II and the Modified Plan (“External Road Improvements”), and thereafter WCC shall assign to HTT, and HTT shall accept, maintenance of the External Road Improvements. For the sake of clarity, External Road Improvements shall include any and all roads that are not identified as Roads A-H in the Modified Plan, including, but not limited to, the intersection of Mounts Road and Zoar Road, the intersection of Mounts Road and Morrow-Cozaddale Road, and all of Mounts Road between those two intersections. No approvals, including but not limited to, final record plat shall be delayed or rejected due to the failure to commence and/or complete External Road Improvements that the Assessment, as defined below, will fund, and which are the sole responsibility of Warren County.

As consideration for accepting the foregoing, WCC shall enact the necessary legislation pursuant to ORC Section 303.41, et seq. to impose a special assessment in the amount of: \$205.00 for each 55 foot lot, \$280.00 for each 63 foot lot, and \$320.00 for each 80 foot lot, for a period of twenty (20) years for the total amount of \$1,855,900 (which includes principal, interest and the County Auditor’s collection fee) (the “Assessment”). The special Assessment proceedings shall provide that the Assessment will apply only to platted lots and collections with respect thereto and shall only commence when the platted lot in question is platted by the recording of the final record plat and (1) is transferred to an unrelated third-party, and (2) is a non-exempt conveyance pursuant to R.C. § 319.54. Winsor and HAI shall accept the Assessment against Stotler II, or such future subdivided lots within Stotler II. Plaintiff shall include a statement on the final record plat of each section or phase of Stotler II memorializing each lot is subject to an assessment and include the applicable assessment for the lots as defined above.

The funds raised from the Assessment shall be applied first towards satisfying any and all conditions imposed by the WCRPC related to the offsite improvements, including, but not limited to, conditions ___ and ___ of the November 21, 2024 Revised Preliminary Plan approval. In no event shall Winsor and/or HAI be responsible and/or liable for any costs or expenses to satisfy any conditions made by the November 21, 2024 Modified Plan relating to offsite External Road Improvements.

WCC agrees that the External Road Improvements are critical to the Stotler II development and surrounding residents. WCC shall cause the completion of construction or replacement of the Mounts Road portion of the External Road Improvements beginning at the Property's western-most property line and extending east along Mounts Road approximately 600 feet ending at the easterly end of the intersection of Street A and Mounts Road, starting before June 30, 2026. WCC shall cause the area beginning at the easterly end of the intersection of Street A to the westerly end of the intersection of Street F and Mounts Road to be vacated; and may construct a left turn lane for southbound Zoar Road, and the balance of Mounts Road from the easterly end of the intersection of Street F to the Property's eastern-most property line, and any and all other External Road Improvements to be completed at WCC's discretion.

Should the Assessment amount exceed that which is necessary to satisfy all conditions imposed by the November 21, 2024 Modified Plan, then the WCC shall have the right to apply the funds raised by the Assessment in its discretion for any other purpose reasonably determined to further benefit the area surrounding Stotler II development, including, but not limited to, offsite improvements.

Upon completion of the off-site improvements, the collection of the Assessment shall be in accordance with ORC Section 5555.46, et seq. and begin with the first half real property tax bill following the certification of the Assessment to the County Auditor no later than the second Monday of September in the preceding calendar year.

6. Requirements and Standards for Design and Construction of Streets and Roadway Facilities; and, Zoning Resolution.

The Requirements and Standards for the Design and Construction of Streets and Roadway Facilities of Warren County, Ohio, adopted June 27, 1995 ("Requirements and Standards") shall apply to the Stotler II development and the Modified Plan. Any subsequent amendments to the Requirements and Standards shall not apply to the Stotler II development and the Modified Plan.

In lieu of receipt by WCC or a written request from Winsor for a variance, WCC agrees that Winsor or its successors and assigns may vary from the Requirements and Standards applicable to sidewalk widths and does hereby approve of the sidewalk width illustrated on the Modified Plan approved by the WCRPC on November 21, 2024.

7. The Hamilton Township Zoning Resolution in effect on October 29, 2024 shall apply to the Stotler II development and the Modified Plan, except as modified by **Exhibit B** and **Exhibit C** attached hereto. **Release of all known and unknown claims.**

(a) In consideration of the promises and undertakings set forth in this Settlement Agreement, HAI and Winsor, on behalf of themselves, their representatives, agents and assigns, predecessors, successors, heirs, beneficiaries, attorneys, executors and administrators, partners, shareholders, members, directors, officers, attorneys, insurers, employees, agents, servants and related or associated companies or enterprises, parents, subsidiaries and affiliates, release and forever discharge the WCC along with CORSA and all their other respective insurers and/or indemnitors and the HTT along with all their respective insurers and/or indemnitors, as well as their respective elected officials, employees, agents, successors and assigns from any and all known and unknown, foreseen and unforeseen, anticipated and unanticipated, expected and unexpected claims, causes of action, demands, damages, costs, liabilities, expenses, compensation, of whatever kind or nature, including, without limited to, those which arise out of, or are in any way related to the Dispute and/or the Lawsuit, from the beginning of time up to the date of this Settlement Agreement, except as to those rights and obligations contained in this Settlement Agreement.

(b) In consideration of the promises and undertakings set forth in this Settlement Agreement, the WCC, on behalf of themselves, their representatives, agents and assigns, predecessors, successors, heirs, beneficiaries, attorneys, elected officials, executors and administrators, partners, shareholders, members, directors, officers, attorneys, insurers, employees, agents, servants and related or associated companies or enterprises, parents, subsidiaries and affiliates, release and forever discharge HAI, Winsor, and the HTT, as well as their respective predecessors, directors, officers, owners, shareholders, members, partners, heirs, executors, employees, agents, successors, assigns, and related or associated parents or companies, subsidiaries, affiliates, partnerships, limited partnerships, limited liability companies, affiliates, divisions or enterprises, from any and all known and unknown, foreseen and unforeseen, anticipated and unanticipated, expected and unexpected claims, causes of action, demands, damages, costs, liabilities, expenses, compensation, of whatever kind or nature, including, without limited to, those which arise out of, or are in any way related to the Dispute and/or the Lawsuit, from the beginning of time up to the date of this Settlement Agreement, except as to those rights and obligations contained in this Settlement Agreement.

(c) In consideration of the promises and undertakings set forth in this Settlement Agreement, the HTT, on behalf of themselves, their representatives, agents and assigns, predecessors, successors, heirs, beneficiaries, attorneys, executors and administrators, elected officials, partners, shareholders, members, directors, officers, attorneys, insurers, employees, agents, servants and related or associated companies or enterprises, parents, subsidiaries and affiliates, release and forever discharge the WCC, HAI, and Winsor, as well as their respective predecessors, directors, officers, owners, shareholders, members, partners, heirs, executors, employees, agents, successors, assigns, and related or associated parents or companies, subsidiaries, affiliates, partnerships, limited partnerships, limited liability companies, affiliates, divisions or enterprises, from any and all known and unknown, foreseen and unforeseen, anticipated and unanticipated, expected and unexpected claims, causes of action, demands, damages, costs, liabilities, expenses, compensation, of whatever kind or nature, including, without limited to, those which arise out of, or are in any way related to the Dispute and/or the Lawsuit, from the beginning of time up to the date of this Settlement Agreement, except as to those rights and obligations contained in this Settlement Agreement.

(d) The Parties acknowledge and agree that in entering into this Settlement Agreement, the provisions of any statute, law or other jurisprudence providing in substance that releases shall not extend to claims which are unknown or unsuspected to exist at the time to the entities executing the Settlement Agreement are hereby expressly waived.

8. Voluntary and Knowledgeable Execution of Settlement Agreement.

(a) Each of the Parties represents and warrants that in entering into this Settlement Agreement, each Party has sought the advice of and has been represented, or has had the opportunity to be represented, by counsel of each Party's choice, and relied upon each Party's own judgment, beliefs, and knowledge of the nature, extent and duration of the Dispute, and that it has not been influenced to any extent whatsoever in entering into this Settlement Agreement by any representations or statements not contained herein made by or on behalf of any other Party. Accordingly, it is agreed that all agreements, understandings and representations by the Parties relative hereto are embodied in this Settlement Agreement and that no promise or other inducement has been made except as explicitly set forth herein. This Settlement Agreement may not be changed, modified or discharged orally, but may only be changed, modified or discharged by an instrument in writing signed by all Parties hereto and duly titled "Amendment to Settlement Agreement and Release."

(b) The Parties have full knowledge of the terms, conditions and effects of this Settlement Agreement and by signing below do voluntarily agree to enter into and be bound by this Settlement Agreement. The Parties warrant and represent that the person signing on their behalf is duly authorized to sign this Settlement Agreement on behalf of that Party.

9. No Assignment or Transfer.

The Parties represent and warrant that no portion of any of the Dispute and/or the Lawsuit, or any other right, action, or cause of action against them which arise out of, or are in any way related to the Dispute, the Lawsuit, or any portion of any recovery or settlement to which the Parties might be entitled, has been assigned or transferred by or for in any manner, including by way of subrogation or operation of law, unless otherwise provided for in this Settlement Agreement.

10. Construction of Settlement Agreement.

This Settlement Agreement shall be construed under the substantive laws of the State of Ohio, and all matters pertaining to this Settlement Agreement shall be governed by the laws of the State of Ohio. This Settlement Agreement shall supersede and replace any prior agreements, understandings, or negotiations, whether written or oral, between the parties concerning the subject matter herein, including, without limitation to, the Prior Settlement Agreement and the 2005 Stotler II Preliminary Plat Plan. To the extent that there is any conflict between the terms of the Consent Decree and Judgment Entry and this Settlement Agreement, the Consent Decree and Judgment Entry shall control and take precedence.

11. Assignability

The rights and obligations under this Consent Decree may be assigned by Plaintiffs to a third party, provided that Plaintiffs as an assigning party gives prior written notice to WCC and HTT. The assignee shall assume all rights and obligations of the assigning party and shall be bound by the terms of this Consent Decree as if it were an original party. Written notice of any assignment shall be delivered to all parties at least 30 days prior to the effective date of the assignment, detailing the identity of the assignee and the specific rights and obligations being assigned. Notwithstanding the above, any assignment of this Consent Decree shall require the written approval of all parties, which shall not be unreasonably withheld.

12. Venue and Jurisdiction of Court

The parties to this Settlement Agreement acknowledge and agree that any disputes or disagreements arising out of this Settlement Agreement or in any way related to it shall be maintained in the Court of Common Pleas, Warren County, Ohio as the exclusive jurisdiction, and no parties to this Settlement Agreement shall contest service, personal jurisdiction or venue before the Court in regard to the enforcement of any matter related to this Settlement Agreement. The parties to this Settlement Agreement expressly waive their right to a trial by jury in any lawsuit or proceeding relating to this Settlement Agreement.

13. Supplemental Documentation.

The Parties agree to promptly execute such other documentation as may be reasonably required to effectuate the intents and purposes of this Settlement Agreement.

14. Captions.

All captions herein are for convenience only and shall not be interpreted as having any meaning of substance.

15. Binding Effect.

This Settlement Agreement shall inure to the benefit of and be binding upon the Parties hereto and their parents and/or affiliated companies, successors and assigns.

16. Validity.

If any provision of this Settlement Agreement is declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions of this Settlement Agreement shall not be affected thereby and such illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

17. Execution.

For convenience of the Parties, this Settlement Agreement may be executed in one or more counterparts, including by electronic mail or facsimile, each of which shall be deemed to be an original, but all of them shall constitute one and the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release effective the day and year first above written.

/Remainder of Page Intentionally Left Blank; Signature Page to Follow/

HOME ACRES INVESTMENTS, LLC

By: _____

Printed Name: _____

Title: _____

HAMILTON TOWNSHIP BOARD OF TOWNSHIP TRUSTEES

Pursuant to Resolution Number 2024-_____.

By: _____

Printed Name: _____

Title: _____

Approved as to form:

By: _____ Benjamin

J. Yoder, Law Director

WINSOR DEVELOPMENT, LLC

By: ____

Printed Name:

Title: __

WARREN COUNTY COMMISSIONERS

pursuant to Resolution Number 24-_____, dated _____.

By: ____

Printed Name:

Title: __

Approved as to form:

David P. Fornshell
Warren County Prosecuting Attorney

By:

Bruce A. McGary, Asst. Prosecutor



Township Administrator
11/20/24 Trustee Meeting

The following motion is requested by the Board of Hamilton Township Trustees from the Chief of Police

Motion to approve Resolution 24-1120C- resolution authorizing private sale of unneeded and unfit-for-use property in the Police and Fire Departments.

This property involves vehicles, which were recently impounded, and their titles signed over to the police department. Most of these vehicles were ‘totaled’ in car crashes, and/or the value of the vehicle exceeds the tow bill. There is also a list of tools, hoses and other items that are no longer of value to the Fire Department and will be listed for sale on an auction website.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on November 20, 2024, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey– Trustee, *Chair*
Joseph P. Rozzi – Trustee, *Vice Chair*
Mark Sousa – Trustee

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 24-1120C**

**A RESOLUTION AUTHORIZING PRIVATE SALE OF UNNEEDED AND UNFIT-FOR-
USE PROPERTY IN THE POLICE DEPARTMENT AND FIRE AND EMS
DEAPRTMENT**

WHEREAS, the Board of Trustees has certain property in its Police Department and Fire and EMS, which is no longer needed for public use, is obsolete, or is unfit for the use for which it was acquired;

WHEREAS, the property which the Board of Trustees has determined to no longer be needed for public use or to be obsolete or unfit for the use for which it was acquired in the Police Department is as follows:

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>
2001	Buick	LeSabre	1G4HP54K114278600
2004	Nissan	Sentra	3N1CB51D34L895761

WHEREAS, the property which the Board of Trustees has determined to no longer be needed for public use or to be obsolete or unfit for the use for which it was acquired for the Fire & EMS Department is listed on Appendix A attached hereto;

WHEREAS, the Board of Trustees has determined that the fair market value of the above listed individual items is not in excess of two thousand five hundred dollars (\$2,500.00);

WHEREAS, due to the determination of the value of the above-listed property, Section 505.10(A)(2)(a) of the Ohio Revised Code authorizes the Board of Trustees to sell the property by private sale, without advertisement or public notification;

WHEREAS, the Board of Trustees has determined that due to the nature of the above-listed items, disposal of that property by private sale is desirable;

NOW THEREFORE BE IT RESOLVED, that the property listed on “Exhibit A” shall be sold, by private sale, without advertisement or public notification.

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

Darryl Cordrey -	Aye _____	Nay _____
Joseph P. Rozzi -	Aye _____	Nay _____
Mark Sousa -	Aye _____	Nay _____

Resolution adopted this 20th day of November 2024.

Attest:

Leah M. Elliott, Fiscal Officer

Approved as to form:

Benjamin J. 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 November 20th, 2024

Date: _____

Leah M. Elliott, Fiscal Officer

Fire and EMS Department Items for Disposal

- 3 inch hose – 6
- 2 ½ inch hose – 8
- Nozzles and associated parts – 30
- Portable Generator
- Ferno Cot
- Air Bag Controller Kit
- Toolbox
- Electric Cord Reels – 3
- Winch
- Sawzall – 2
- Scene lights – 4
- Barrel Strainer
- PPV Fan
- Foam Nozzle
- Assorted Hand tools
- Level A hazmat suites – 5
- Hose Strap
- Sparky the Dog remote car



Office of Township Administrator

11/20/24 Trustee Meeting

The following motion is requested by the Board of Hamilton Township Trustees from the Administrator.

Motion to approve Resolution 24-1120D, a resolution adopting the 2025 Annual Budget.

At the November 6, 2024 Trustee meeting the draft 2025 Budget was discussed. Highlights included a decrease in capital expenditures in most funds as compared to 2024, a decrease in spending within the General Fund, and the necessity to replace our current Public Works Facility. The Board also discussed with staff at the November 6th meeting the advantages of retiring the debt on the Administration/Police building two years early to save approximately \$21,000 in interest payments. That revision has been made to this version of the Budget being recommended for approval. Specifically, the amounts from the General Fund and Police District Fund necessary to pay off the building debt two years earlier. The Board also discussed the possibility of transferring a portion of the annual interest income from investments to the Fire and Police Department funds. The proposed 2025 Budget has been updated to reflect \$50,000 to be transferred from the General Fund interest income to the Police District budget and \$50,000 to the Fire and EMS Special Levy Fund.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on November 20th, 2024, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey – Trustee, *Chair*
Joseph P. Rozzi – Trustee, *Vice Chair*
Mark Sousa – Trustee

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 24-1120D**

A RESOLUTION ADOPTING THE 2025 ANNUAL BUDGET

WHEREAS, the Fiscal Officer of Hamilton Township has recommended a budget for the year 2024; and

WHEREAS, the Board of Township Trustees of Hamilton Township is desirous of adopting the annual budget proposed by the Fiscal Officer providing for receipts and expenditures during the year 2025;

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

- SECTION 1.** This Board of Trustees hereby adopts the annual appropriations budget which is attached hereto as Exhibit A; and
- SECTION 2.** That the sum listed Exhibit A are hereby set aside and appropriated for several purposes for which listed expenditures should be made for 2025 fiscal year ending December 31, 2025; and
- SECTION 3.** That the allocation of administrative salaries and related expenses to the various departments as reflected to the attached Exhibit A are hereby approved; and
- SECTION 4.** This Board hereby determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations related to the action taken herein were conducted in meetings open to the public pursuant to law; and
- SECTION 5.** This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the Township, and therefor this Resolution shall be in full force and effect immediately upon its adoption without further public reading.

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

Darryl Cordrey –	Aye _____	Nay _____
Joe Rozzi –	Aye _____	Nay _____
Mark Sousa –	Aye _____	Nay _____

Resolution adopted this 6th day of December 2023.

Attest:

Leah M. Elliott, *Fiscal Officer*

Approved as to form:

Benjamin J. 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 November 20, 2024.

Date: _____

Leah M. Elliott, *Fiscal Officer*

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 1000 General Fund Name: General

Description	2020	2021	2022	2023	Current	
					2024	2025
Fund Balance /1	\$1,930,817.66	\$2,202,144.74	\$2,655,261.14	\$2,853,185.32	\$2,374,712.14	\$1,726,406.54
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$175.00	\$0.00	\$0.00
Revenues						
Property and Other Local Taxes						
Real Estate Tax	\$838,411.49	\$868,452.45	\$1,037,316.07	\$1,067,261.85	\$1,035,178.52	\$1,369,000.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$370.24	\$225.65	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licenses, Permits and Fees	\$186,571.21	\$242,933.91	\$226,226.71	\$201,365.59	\$248,000.00	\$214,300.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental						
Local Government Distribution	\$169,607.52	\$206,398.94	\$210,396.46	\$224,115.65	\$200,577.11	\$224,611.67
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$120,759.07	\$123,763.71	\$146,821.48	\$151,325.62	\$146,821.48	\$194,000.00
Other	\$5,576.36	\$5,499.62	\$82,872.16	\$4,491.84	\$5,225.00	\$9,250.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$46,483.89	\$21,836.43	\$36,049.97	\$378,702.10	\$250,000.00	\$325,000.00
Miscellaneous	\$88,821.47	\$40,033.57	\$50,096.25	\$61,397.81	\$36,651.00	\$52,545.00
Total Revenue	\$1,456,601.25	\$1,509,144.28	\$1,789,779.10	\$2,088,660.46	\$1,922,453.11	\$2,388,706.67
Expenditures						
Administrative						
Salaries	\$317,661.01	\$331,626.79	\$401,305.52	\$436,756.57	\$486,205.58	\$502,204.64
Employee Fringe Benefits	\$194,867.38	\$167,654.55	\$220,311.06	\$255,209.21	\$298,114.41	\$308,718.44
Purchased Services	\$170,848.53	\$195,833.82	\$228,926.32	\$251,972.55	\$398,741.77	\$397,093.65
Supplies and Materials	\$177,410.89	\$20,880.63	\$25,315.57	\$32,987.08	\$66,129.33	\$59,700.00
Other	\$23,239.64	\$7,761.03	\$11,671.04	\$13,816.81	\$21,786.36	\$25,500.00
Capital Outlay	\$5,838.93	\$51,862.40	\$962.69	\$0.00	\$172,688.31	\$7,000.00
Zoning						

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 1000 General Fund Name: General

Description	Current				
	2020	2021	2022	2023	2024
Salaries	\$72,692.64	\$64,586.27	\$52,617.60	\$62,314.83	\$103,630.80
Employee Fringe Benefits	\$33,181.76	\$24,029.60	\$26,605.67	\$34,356.17	\$41,120.20
Purchased Services	\$8,355.18	\$27,908.76	\$73,267.46	\$205,673.39	\$379,477.22
Supplies and Materials	\$190.17	\$225.43	\$481.90	\$287.93	\$3,250.00
Other	\$6,373.02	\$5,708.02	\$3,705.54	\$8,125.98	\$13,200.00
Health Districts					
Purchased Services	\$22,671.85	\$22,588.33	\$21,931.72	\$22,215.54	\$22,215.54
Other Human Services					
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Parks and Recreation					
Salaries	\$18,937.32	\$17,030.00	\$29,278.40	\$88,545.60	\$98,886.70
Employee Fringe Benefits	\$2,823.58	\$2,631.14	\$4,522.23	\$33,877.47	\$37,759.83
Purchased Services	\$78,563.15	\$45,808.02	\$226,137.88	\$184,188.01	\$183,847.65
Supplies and Materials	\$4,272.49	\$11,222.66	\$4,684.44	\$31,614.24	\$28,555.48
Other	\$9,060.00	\$10,003.00	\$9,631.33	\$13,350.36	\$13,395.06
Capital Outlay	\$9,383.46	\$1,157.76	\$12,821.72	\$25,651.62	\$63,275.74
Capital Outlay					
Capital Outlay	\$48,930.44	\$44,076.71	\$153,993.87	\$6,595.89	\$55,499.37
Bond Principal Payment					
Debt Service	\$11,535.23	\$23,070.46	\$23,070.46	\$23,070.46	\$23,070.46
Interest					
Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$1,056,836.67	\$1,075,665.38	\$1,531,242.42	\$1,730,609.71	\$2,510,849.81
Other Financing Sources & Uses					
Sources					
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
					\$2,184,591.99

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 1000 General Fund Name: General

Description	2020	2021	2022	2023	Current 2024	2025
Sale of Fixed Assets	\$0.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$124,400.00	\$63,000.00	\$129,650.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	-\$66,437.50	-\$62,362.50	-\$60,612.50	-\$695,027.93	-\$59,908.90	-\$237,800.00
Advances - Out	-\$62,000.00	-\$62,400.00	-\$63,000.00	-\$271,321.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	-\$128,437.50	\$19,637.50	-\$60,612.50	-\$836,698.93	-\$59,908.90	-\$237,800.00
Fund Balance 12/31	\$2,202,144.74	\$2,655,261.14	\$2,853,185.32	\$2,374,712.14	\$1,726,406.54	\$1,692,721.22
Less: Encumbrances 12/31	\$245,163.12	\$262,833.01	\$349,075.64	\$347,224.68	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$1,956,981.62	\$2,392,428.13	\$2,504,109.68	\$2,027,487.46	\$1,726,406.54	\$1,692,721.22

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31.
 Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2011 Special Revenue

Fund Name:

Motor Vehicle License Tax

Description	2020	2021	2022	2023	Current		2025
					2024		
Fund Balance 1/1	\$235,059.31	\$269,032.91	\$306,222.56	\$323,343.40	\$376,525.10		\$375,712.98
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Revenues							
Property and Other Local Taxes							
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other - Local Taxes	\$26,497.62	\$27,858.38	\$27,419.68	\$28,427.58	\$28,000.00		\$25,115.52
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Intergovernmental							
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other	\$38,316.65	\$42,764.21	\$43,082.52	\$44,552.89	\$49,700.00		\$47,127.33
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Earnings on Investments	\$5,658.75	\$2,632.00	\$4,160.29	\$42,881.87	\$30,000.00		\$38,330.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total Revenue	\$70,473.02	\$73,254.59	\$74,662.49	\$115,862.34	\$107,700.00		\$110,572.85
Expenditures							
Highways							
Employee Fringe Benefits	\$978.04	\$966.49	\$1,564.89	\$0.00	\$0.00		\$0.00
Purchased Services	\$24,062.62	\$33,576.52	\$39,585.34	\$40,096.74	\$61,512.12		\$61,000.00
Other	\$11,458.76	\$1,255.78	\$4,391.42	\$583.90	\$9,000.00		\$0.00
Capital Outlay	\$0.00	\$266.15	\$12,000.00	\$22,000.00	\$38,000.00		\$48,000.00
Total Expenditures	\$36,499.42	\$36,064.94	\$57,541.65	\$62,680.64	\$108,512.12		\$109,000.00
Other Financing Sources & Uses							
Sources							

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 2011 Special Revenue Fund Name: Motor Vehicle License Tax

Description	2020	2021	2022	2023	Current 2024	2025
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$269,032.91	\$306,222.56	\$323,343.40	\$376,525.10	\$375,712.98	\$377,285.83
Less: Encumbrances 12/31	\$19,736.50	\$13,389.95	\$10,560.97	\$21,929.18	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$249,296.41	\$292,832.61	\$312,782.43	\$354,595.92	\$375,712.98	\$377,285.83

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31.
 Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2021 Special Revenue

Fund Name: Gasoline Tax

Description	2020	2021	2022	2023	Current	
					2024	2025
Fund Balance 1/1	\$424,889.24	\$633,756.95	\$853,234.56	\$1,068,265.37	\$1,355,240.56	\$1,141,008.66
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenues						
Property and Other Local Taxes						
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental						
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$333,697.51	\$347,255.87	\$348,027.94	\$367,989.90	\$340,500.00	\$365,000.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$10,344.83	\$6,076.99	\$11,586.84	\$141,733.73	\$100,650.00	\$138,000.00
Miscellaneous	\$1.00	\$0.00	\$962.48	\$578.52	\$290.00	\$580.00
Total Revenue	\$344,043.34	\$353,332.86	\$360,577.26	\$510,302.15	\$441,440.00	\$503,580.00
Expenditures						
Highways						
Salaries	\$0.00	\$0.00	\$0.00	\$55,974.88	\$124,460.00	\$125,000.00
Employee Fringe Benefits	\$0.00	\$1,893.50	\$0.00	\$37,039.98	\$74,500.00	\$88,918.00
Purchased Services	\$56,704.38	\$56,273.54	\$65,461.96	\$67,039.93	\$112,758.89	\$107,500.00
Supplies and Materials	\$46,258.89	\$63,655.66	\$67,767.95	\$58,755.01	\$101,453.01	\$100,000.00
Other	\$0.00	\$0.00	\$1,874.99	\$0.00	\$10,000.00	\$10,000.00
Capital Outlay						
Capital Outlay	\$32,212.36	\$12,032.55	\$10,441.55	\$4,517.16	\$232,500.00	\$70,000.00

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2021 Special Revenue Fund Name: Gasoline Tax

Description	2020	2021	2022	2023	Current 2024	2025
Total Expenditures	\$135,175.63	\$133,855.25	\$145,546.45	\$223,326.96	\$655,671.90	\$501,418.00
Other Financing Sources & Uses						
Sources						
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$633,756.95	\$853,234.56	\$1,068,265.37	\$1,355,240.56	\$1,141,008.66	\$1,143,170.66
Less: Encumbrances 12/31	\$91,470.85	\$93,446.87	\$107,668.85	\$336,385.36	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$542,286.10	\$759,787.69	\$960,596.52	\$1,018,855.20	\$1,141,008.66	\$1,143,170.66

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2031 Special Revenue

Fund Name: Road and Bridge

Road and Bridge

Description	2020	2021	2022	2023	Current		2025
					2024	2025	
Fund Balance 1/1	\$1,242,304.37	\$1,550,639.38	\$1,854,903.30	\$2,158,842.95	\$2,301,909.08		\$1,955,341.49
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Revenues							
Property and Other Local Taxes							
Real Estate Tax	\$949,299.64	\$979,785.44	\$1,170,253.71	\$1,249,196.57	\$1,161,274.85		\$1,529,000.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other - Local Taxes	\$916.85	\$572.81	\$0.00	\$0.00	\$250.00		\$250.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$8,550.00	\$0.00		\$0.00
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Intergovernmental							
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Property Tax Allocation	\$104,197.07	\$140,064.73	\$166,725.15	\$106,122.27	\$166,725.15		\$220,000.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Miscellaneous	\$46,119.73	\$17,812.13	\$24,303.71	\$15,278.60	\$23,500.00		\$23,000.00
Total Revenue	\$1,100,533.29	\$1,138,235.11	\$1,361,282.57	\$1,379,147.44	\$1,351,750.00		\$1,772,250.00
Expenditures							
Sanitary Dump							
Purchased Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Highways							
Salaries	\$478,311.57	\$467,719.45	\$608,851.62	\$503,651.92	\$781,531.79		\$802,514.55
Employee Fringe Benefits	\$249,723.61	\$206,511.79	\$260,536.57	\$232,780.01	\$344,667.06		\$349,800.00
Purchased Services	\$33,893.10	\$47,379.95	\$31,749.14	\$298,712.03	\$359,500.00		\$64,100.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Capital Outlay	\$28,783.41	\$122,204.33	\$156,205.59	\$137,908.26	\$212,618.74		\$280,000.00

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 2031 Special Revenue Fund Name: Road and Bridge

Description	2020	2021	2022	2023	Current 2024	2025
Capital Outlay						
Capital Outlay	\$0.00	\$0.00	\$0.00	\$63,029.09	\$0.00	\$0.00
Interest						
Debt Service	\$1,486.59	\$755.67	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$792,198.28	\$844,571.19	\$1,057,342.92	\$1,236,081.31	\$1,698,317.59	\$1,496,414.55
Other Financing Sources & Uses						
Sources						
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$10,600.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$10,600.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$1,550,639.38	\$1,854,903.30	\$2,158,842.95	\$2,301,909.08	\$1,955,341.49	\$2,231,176.94
Less: Encumbrances 12/31	\$108,153.93	\$159,450.38	\$271,843.43	\$259,678.36	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uncumbered Undesignated 12/31	\$1,442,485.45	\$1,695,452.92	\$1,886,999.52	\$2,042,230.72	\$1,955,341.49	\$2,231,176.94

HAMILTON TOWNSHIP, WARREN COUNTY

Financial Worksheet - Program / Object

2025 Appropriation Budget

Year 2024

11/18/2024 11:03:56 AM

UAN v2024.2

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2041 Special Revenue

Fund Name: Cemetery

Description	2020	2021	2022	2023	Current	
					2024	2025
Fund Balance 1/1	\$81,132.64	\$68,251.50	\$111,447.55	\$105,737.80	\$106,195.96	\$85,754.63
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenues						
Property and Other Local Taxes						
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licenses, Permits and Fees	\$27,815.00	\$42,562.74	\$29,894.90	\$24,611.20	\$28,000.00	\$32,000.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental						
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$22,200.00	\$30,400.00	\$12,600.00	\$21,200.00	\$20,000.00	\$21,600.00
Total Revenue	\$50,015.00	\$72,962.74	\$42,494.90	\$45,811.20	\$48,000.00	\$53,600.00
Expenditures						
Cemeteries						
Purchased Services	\$41,495.00	\$49,075.00	\$45,814.80	\$44,095.00	\$65,695.00	\$48,900.00
Supplies and Materials	\$1,401.14	\$691.69	\$2,389.85	\$1,258.04	\$2,746.33	\$3,000.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,200.00
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Outlay						
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$42,896.14	\$49,766.69	\$48,204.65	\$45,353.04	\$68,441.33	\$54,100.00

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2041 Special Revenue

Fund Name: Cemetery

Description	2020	2021	2022	2023	Current	2025
	2024					
Other Financing Sources & Uses						
Sources						
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$88,251.50	\$111,447.55	\$105,737.80	\$106,195.96	\$85,754.63	\$85,254.63
Less: Encumbrances 12/31	\$2,200.00	\$4,201.16	\$16,795.35	\$28,146.96	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$86,051.50	\$107,246.39	\$88,942.45	\$78,049.00	\$85,754.63	\$85,254.63

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2081 Special Revenue

Fund Name:

Police District

Description	2020	2021	2022	2023	Current	
					2024	2025
Fund Balance 1/1	\$2,174,886.18	\$2,888,141.06	\$3,424,340.85	\$3,580,561.94	\$3,716,095.61	\$2,839,028.31
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$202.22	\$0.00
Revenues						
Property and Other Local Taxes						
Real Estate Tax	\$3,043,123.54	\$3,135,517.77	\$3,206,864.88	\$3,258,021.03	\$3,160,761.62	\$3,282,000.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$1,521.03	\$927.40	\$0.00	\$0.00	\$1,000.00	\$0.00
Charges for Services	\$136,544.20	\$191,001.68	\$234,575.61	\$345,648.57	\$353,930.48	\$341,308.08
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$262,117.05	\$225,000.00	\$250,000.00
Fines and Forfeitures	\$19,985.69	\$28,929.29	\$39,186.09	\$65,751.72	\$48,000.00	\$52,000.00
Intergovernmental						
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$324,428.03	\$330,300.89	\$330,238.38	\$335,406.11	\$330,238.38	\$336,000.00
Other	\$10,799.44	\$1,000.00	\$10,388.88	\$2,368.11	\$10,388.88	\$30,477.84
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$105,607.85	\$57,964.77	\$36,905.93	\$33,743.44	\$53,776.00	\$55,250.00
Total Revenue	\$3,642,009.78	\$3,745,641.80	\$3,858,159.77	\$4,303,056.03	\$4,183,095.36	\$4,347,035.92
Expenditures						
Police Protection						
Salaries	\$1,759,147.66	\$1,935,937.63	\$2,133,790.04	\$2,408,452.13	\$2,746,479.89	\$2,870,471.71
Employee Fringe Benefits	\$700,125.66	\$714,673.76	\$847,077.82	\$909,491.71	\$1,037,600.54	\$1,107,114.45
Purchased Services	\$175,639.79	\$175,240.92	\$214,898.23	\$423,336.53	\$493,187.91	\$501,979.00
Supplies and Materials	\$105,547.01	\$112,303.80	\$184,595.15	\$174,648.66	\$186,128.73	\$176,950.00
Other	\$20,690.28	\$48,696.03	\$21,656.25	\$23,932.26	\$28,827.42	\$25,000.00
Capital Outlay	\$70,927.33	\$278,518.60	\$203,150.00	\$188,036.76	\$456,293.68	\$88,525.68

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2081 Special Revenue

Fund Name: Police District

Description	2020	2021	2022	2023	Current	2025
	2024				2024	
Capital Outlay	\$27,707.00	\$5,225.00	\$48,158.69	\$23,923.96	\$55,832.39	\$93,600.00
Interest						
Debt Service	\$2,532.67	\$1,694.40	\$0.00	\$2,395.24	\$1,214.32	\$0.00
Total Expenditures	\$2,862,317.40	\$3,272,290.14	\$3,653,326.18	\$4,154,217.25	\$5,005,564.88	\$4,863,640.84
Other Financing Sources & Uses						
Sources						
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$12,000.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$43,057.39	\$0.00	\$50,000.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$125,210.63	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	-\$66,437.50	-\$62,362.50	-\$60,612.50	-\$56,362.50	-\$54,800.00	-\$137,800.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	-\$66,437.50	\$62,848.13	-\$48,612.50	-\$13,305.11	-\$54,800.00	-\$87,800.00
Fund Balance 12/31	\$2,888,141.06	\$3,424,340.85	\$3,580,561.94	\$3,716,095.61	\$2,839,028.31	\$2,234,623.39
Less: Encumbrances 12/31	\$169,470.85	\$228,105.73	\$183,701.70	\$87,775.87	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$2,718,670.21	\$3,196,235.12	\$3,396,860.24	\$3,628,319.74	\$2,839,028.31	\$2,234,623.39

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 2221 Special Revenue

Fund Name: Drug Law Enforcement

Description	2020	2021	2022	2023	Current	
					2024	2025
Fund Balance 1/1	\$37,001.06	\$22,405.98	\$22,685.98	\$23,108.35	\$30,983.72	\$20,983.72
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenues						
Property and Other Local Taxes						
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fines and Forfeitures	\$3,944.92	\$280.00	\$7,489.37	\$13,527.37	\$0.00	\$0.00
Intergovernmental						
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue	\$3,944.92	\$280.00	\$7,489.37	\$13,527.37	\$0.00	\$0.00
Expenditures						
Police Protection						
Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Purchased Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies and Materials	\$0.00	\$0.00	\$2,067.00	\$652.00	\$5,000.00	\$5,000.00
Other	\$18,540.00	\$0.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Total Expenditures	\$18,540.00	\$0.00	\$7,067.00	\$5,652.00	\$10,000.00	\$10,000.00
Other Financing Sources & Uses						
Sources						

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2221 Special Revenue

Fund Name:

Drug Law Enforcement

Description	2020	2021	2022	2023	Current	2025
					2024	
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$22,405.98	\$22,685.98	\$23,108.35	\$30,983.72	\$20,983.72	\$10,983.72
Less: Encumbrances 12/31	\$0.00	\$0.00	\$4,933.00	\$4,348.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$22,405.98	\$22,685.98	\$18,175.35	\$26,635.72	\$20,983.72	\$10,983.72

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 2231 Special Revenue

Fund Name:

Permissive Motor Vehicle License Tax

Description	2020	2021	2022	2023	Current		2025
					2024		
Fund Balance 1/1	\$459,093.83	\$548,575.64	\$664,903.72	\$711,304.45	\$878,920.13		\$495,218.00
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Revenues							
Property and Other Local Taxes							
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other - Local Taxes	\$174,992.35	\$188,271.20	\$190,394.10	\$196,188.20	\$185,000.00		\$188,000.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Intergovernmental							
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other	\$40,382.85	\$43,447.20	\$43,937.10	\$45,274.20	\$44,000.00		\$43,000.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Earnings on Investments	\$11,199.91	\$5,260.83	\$9,074.91	\$94,573.05	\$11,800.00		\$21,000.00
Miscellaneous	\$20.70	\$7,613.40	\$14,111.22	\$2,226.25	\$0.00		\$0.00
Total Revenue	\$226,595.81	\$244,592.63	\$257,517.33	\$338,261.70	\$240,800.00		\$252,000.00
Expenditures							
Highways							
Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Purchased Services	\$6,353.44	\$7,327.03	\$15,322.45	\$9,164.46	\$65,690.69		\$14,000.00
Supplies and Materials	\$103,836.35	\$71,759.51	\$126,338.38	\$146,211.56	\$175,311.44		\$185,000.00
Other	\$0.00	\$1,140.45	\$1,865.78	\$0.00	\$9,000.00		\$14,000.00
Capital Outlay	\$26,208.71	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Capital Outlay							
Capital Outlay	\$0.00	\$48,037.56	\$67,589.99	\$15,270.00	\$374,500.00		\$0.00

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 2231 Special Revenue

Fund Name: Permissive Motor Vehicle License Tax

Description	2020	2021	2022	2023	Current	2025
					2024	
Bond Principal Payment						
Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest						
Debt Service	\$715.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$137,114.00	\$128,264.55	\$211,116.60	\$170,646.02	\$624,502.13	\$313,000.00
Other Financing Sources & Uses						
Sources						
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$548,575.64	\$664,903.72	\$711,304.45	\$878,920.13	\$495,218.00	\$434,218.00
Less: Encumbrances 12/31	\$73,081.30	\$52,776.88	\$111,688.83	\$441,325.13	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$475,494.34	\$612,126.84	\$599,615.62	\$437,595.00	\$495,218.00	\$434,218.00

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
2025 Appropriation Budget
Year 2024

11/18/2024 11:03:56 AM
UAN v2024.2

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31.
Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 2261 Special Revenue

Fund Name: Law Enforcement Trust

Description	2020	2021	2022	2023	Current	2025
					2024	
Fund Balance 1/1	\$4,434.39	\$4,434.39	\$4,434.39	\$4,434.39	\$4,434.39	\$4,434.39
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenues						
Property and Other Local Taxes						
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental						
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures						
Police Protection						
Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Purchased Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies and Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Financing Sources & Uses						
Sources						

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2261 Special Revenue

Fund Name: Law Enforcement Trust

Description	2020	2021	2022	2023	Current		2025
					2024		
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses							
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$4,434.39	\$4,434.39	\$4,434.39	\$4,434.39	\$4,434.39	\$4,434.39	\$4,434.39
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$4,434.39	\$4,434.39	\$4,434.39	\$4,434.39	\$4,434.39	\$4,434.39	\$4,434.39

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 2273 Special Revenue

Fund Name: American Rescue Plan Act

Description	2020		2021		2022		2023		Current		2025	
Fund Balance 1/1	\$0.00		\$0.00		\$1,243,552.20		\$2,478,662.12		\$2,470,419.62		\$352,818.38	
Fund Balance Adjustments	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Revenues												
Property and Other Local Taxes												
Real Estate Tax	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Personal Property Tax	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Other - Local Taxes	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Charges for Services	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Licenses, Permits and Fees	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Fines and Forfeitures	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Intergovernmental												
Local Government Distribution	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Estate Tax	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Property Tax Allocation	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Other	\$0.00		\$1,243,552.20		\$1,253,481.29		\$0.00		\$352,818.38		\$0.00	
Special Assessments	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Earnings on Investments	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Miscellaneous	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Total Revenue	\$0.00		\$1,243,552.20		\$1,253,481.29		\$0.00		\$352,818.38		\$0.00	
Expenditures												
Administrative												
Purchased Services	\$0.00		\$0.00		\$10,040.12		\$0.00		\$0.00		\$0.00	
Supplies and Materials	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Fire Protection												
Capital Outlay	\$0.00		\$0.00		\$0.00		\$0.00		\$1,000,000.00		\$0.00	
Highways												
Purchased Services	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Other Conservation - Recreation												

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2273 Special Revenue

Fund Name: American Rescue Plan Act

Description	2020	2021	2022	2023	Current	2025
					2024	
Purchased Services	\$0.00	\$0.00	\$0.00	\$8,242.50	\$1,470,419.62	\$0.00
Total Expenditures	\$0.00	\$0.00	\$10,040.12	\$8,242.50	\$2,470,419.62	\$0.00
Other Financing Sources & Uses						
Sources						
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	-\$8,331.25	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	-\$8,331.25	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$0.00	\$1,243,552.20	\$2,478,662.12	\$2,470,419.62	\$352,818.38	\$352,818.38
Less: Encumbrances 12/31	\$0.00	\$1,243,552.20	\$64,959.88	\$1,366,757.50	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$0.00	\$0.00	\$2,413,702.24	\$1,103,662.12	\$352,818.38	\$352,818.38

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2283 Special Revenue

Fund Name: FIRE and EMS Special Levy Fund

Description	2020	2021	2022	2023	Current		2025
					2024		
Fund Balance 1/1	\$4,087,629.68	\$3,395,976.13	\$3,819,062.26	\$3,632,237.47	\$4,034,137.81		\$2,583,709.14
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Revenues							
Property and Other Local Taxes							
Real Estate Tax	\$3,414,256.44	\$3,529,681.61	\$3,617,793.59	\$3,692,575.18	\$3,581,827.76		\$3,728,000.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other - Local Taxes	\$1,487.60	\$905.46	\$0.00	\$0.00	\$1,000.00		\$0.00
Charges for Services	\$494.47	\$1,320.00	\$0.00	\$408.00	\$0.00		\$0.00
Licenses, Permits and Fees	\$2,055.00	\$3,100.00	\$1,325.00	\$1,425.00	\$2,500.00		\$17,500.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Intergovernmental							
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Property Tax Allocation	\$360,084.30	\$367,262.86	\$368,172.24	\$376,176.54	\$368,172.24		\$377,000.00
Other	\$0.00	\$0.00	\$0.00	\$358,091.50	\$0.00		\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Miscellaneous	\$194,331.56	\$96,440.79	\$88,923.04	\$79,630.18	\$122,602.12		\$96,500.00
Total Revenue	\$3,972,709.37	\$3,998,710.72	\$4,076,213.87	\$4,508,306.40	\$4,076,102.12		\$4,219,000.00
Expenditures							
Fire Protection							
Salaries	\$1,986,069.43	\$2,134,074.66	\$2,326,625.03	\$2,469,082.87	\$2,706,000.00		\$2,850,000.00
Employee Fringe Benefits	\$948,674.60	\$940,004.21	\$1,110,794.23	\$1,134,226.50	\$1,211,619.00		\$1,427,600.00
Purchased Services	\$153,473.40	\$207,376.35	\$258,891.62	\$250,925.44	\$361,831.90		\$283,413.07
Supplies and Materials	\$10,159.76	\$10,611.11	\$11,773.40	\$12,481.97	\$12,994.28		\$12,350.00
Other	\$4,676.21	\$7,015.99	\$8,231.21	\$10,413.26	\$9,779.50		\$9,000.00
Capital Outlay	\$1,824,085.44	\$65,538.96	\$99,869.55	\$79,603.08	\$95,002.30		\$60,000.00
Emergency Medical Services							

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2283 Special Revenue

Fund Name: FIRE and EMS Special Levy Fund

Description	2020	2021	2022	2023	Current	
					2024	2025
Purchased Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Supplies and Materials	\$18,990.00	\$14,836.60	\$22,600.07	\$13,500.00	\$30,000.00	\$23,500.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Outlay						
Capital Outlay	\$0.00	\$143,027.33	\$244,323.55	\$500,460.98	\$916,783.81	\$67,500.00
Bond Principal Payment						
Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interest						
Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$4,946,128.84	\$3,522,485.21	\$4,083,108.66	\$4,470,694.10	\$5,344,010.79	\$4,734,363.07
Other Financing Sources & Uses						
Sources						
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$463,535.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$545,608.04	\$0.00	\$50,000.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$125,210.62	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	-\$181,770.00	-\$178,350.00	-\$179,930.00	-\$181,320.00	-\$182,520.00	-\$178,530.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$281,765.92	-\$53,139.38	-\$179,930.00	\$364,288.04	-\$182,520.00	-\$128,530.00
Fund Balance 12/31	\$3,395,976.13	\$3,819,062.26	\$3,632,237.47	\$4,034,137.81	\$2,583,709.14	\$1,939,816.07

Financial Worksheet - Program / Object

2025 Appropriation Budget

Year 2024

Fund Classification: 2283 Special Revenue

Fund Name:

FIRE and EMS Special Levy Fund

Description	2020	2021	2022	2023	Current	2025
					2024	
Less: Encumbrances 12/31	\$424,944.83	\$217,876.61	\$470,807.70	\$941,137.07	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$2,971,031.30	\$3,601,185.65	\$3,161,429.77	\$3,093,000.74	\$2,583,709.14	\$1,939,816.07

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 2284 Special Revenue

Fund Name: EMS Billing Fund Opened 2-2015

Description	2020	2021	2022	2023	Current		2025
					2024		
Fund Balance 1/1	\$399,917.35	\$455,624.48	\$420,595.29	\$463,687.87	\$497,402.32		\$307,789.50
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Revenues							
Property and Other Local Taxes							
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Charges for Services	\$445,225.21	\$468,485.38	\$599,998.14	\$634,781.13	\$628,000.00		\$752,000.00
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Intergovernmental							
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other	\$22,561.44	\$3,286.65	\$678.08	\$11,000.00	\$67,200.00		\$25,332.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Miscellaneous	\$1,589.23	\$1,133.63	\$7,519.66	\$7,674.06	\$1,200.00		\$1,200.00
Total Revenue	\$469,375.88	\$472,905.66	\$608,195.88	\$653,455.19	\$696,400.00		\$778,532.00
Expenditures							
Emergency Medical Services							
Salaries	\$80,444.93	\$85,306.07	\$81,319.41	\$144,334.22	\$154,500.00		\$155,000.00
Employee Fringe Benefits	\$21,498.46	\$21,637.01	\$20,656.26	\$30,955.03	\$33,900.18		\$34,230.00
Purchased Services	\$194,076.03	\$165,536.74	\$183,912.10	\$192,703.09	\$308,987.86		\$270,465.00
Supplies and Materials	\$104,741.36	\$107,484.52	\$169,902.94	\$175,651.43	\$196,081.78		\$209,000.00
Capital Outlay							
Capital Outlay	\$12,907.97	\$127,970.51	\$109,312.59	\$76,096.97	\$192,543.00		\$198,000.00
Total Expenditures	\$413,668.75	\$507,934.85	\$565,103.30	\$619,740.74	\$886,012.82		\$866,695.00

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2284 Special Revenue

Fund Name: EMS Billing Fund Opened 2-2015

Description	2020	2021	2022	2023	Current 2024	2025
Other Financing Sources & Uses						
Sources						
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$455,624.48	\$420,595.29	\$463,687.87	\$497,402.32	\$307,789.50	\$219,626.50
Less: Encumbrances 12/31	\$90,848.24	\$50,791.13	\$29,779.29	\$34,181.92	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$364,776.24	\$369,804.16	\$433,908.58	\$463,220.40	\$307,789.50	\$219,626.50

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2401 Special Revenue

Fund Name: Lighting District

Description	2020	2021	2022	2023	Current	2025
					2024	
Fund Balance 1/1	\$75,437.19	\$127,279.90	\$54,242.46	\$45,319.06	\$20,676.18	\$12,246.14
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenues						
Property and Other Local Taxes						
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental						
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$364,060.30	\$369,251.43	\$381,528.29	\$388,128.18	\$437,785.02	\$465,712.06
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue	\$364,060.30	\$369,251.43	\$381,528.29	\$388,128.18	\$437,785.02	\$465,712.06
Expenditures						
Lighting						
Purchased Services	\$374,217.59	\$380,288.87	\$390,451.69	\$412,771.06	\$446,215.06	\$465,712.06
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$374,217.59	\$380,288.87	\$390,451.69	\$412,771.06	\$446,215.06	\$465,712.06
Other Financing Sources & Uses						
Sources						
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2401 Special Revenue

Fund Name: Lighting District

Description	2020	2021	2022	2023	Current 2024	2025
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$62,000.00	\$62,400.00	\$63,000.00	\$129,650.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	-\$124,400.00	-\$63,000.00	-\$129,650.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$62,000.00	-\$62,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$127,279.90	\$54,242.46	\$45,319.06	\$20,676.18	\$12,246.14	\$12,246.14
Less: Encumbrances 12/31	\$18,158.45	\$7,134.68	\$45,267.21	\$8,430.04	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$109,121.45	\$47,107.78	\$51.85	\$12,246.14	\$12,246.14	\$12,246.14

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 2907 Special Revenue

Fund Name: Road Levy 2018

Description	2020	2021	2022	2023	Current	
					2024	2025
Fund Balance 1/1	\$34,419.55	\$165,227.01	\$260,727.77	\$303,486.46	\$168,615.32	\$14,725.38
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenues						
Property and Other Local Taxes						
Real Estate Tax	\$904,346.36	\$931,094.98	\$951,451.58	\$914,683.59	\$939,723.96	\$973,400.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental						
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$44,203.80	\$11,113.52	\$9,276.04	\$73,378.03	\$9,276.04	\$9,600.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue	\$948,550.16	\$942,208.50	\$960,727.62	\$988,061.62	\$949,000.00	\$983,000.00
Expenditures						
Highways						
Purchased Services	\$10,074.11	\$10,488.52	\$10,669.47	\$10,274.62	\$15,000.00	\$15,000.00
Supplies and Materials	\$807,668.59	\$836,219.22	\$907,299.46	\$1,112,688.14	\$1,087,889.94	\$934,000.00
Total Expenditures	\$817,742.70	\$846,707.74	\$917,968.93	\$1,122,932.76	\$1,102,889.94	\$949,000.00
Other Financing Sources & Uses						
Sources						
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 2907 Special Revenue

Fund Name: Road Levy 2018

Description	2020	2021	2022	2023	Current	2025
					2024	
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$165,227.01	\$260,727.77	\$303,486.46	\$168,615.32	\$14,725.38	\$48,725.38
Less: Encumbrances 12/31	\$4,574.44	\$29,292.26	\$200,531.07	\$4,725.38	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$160,652.57	\$231,435.51	\$102,955.39	\$163,889.94	\$14,725.38	\$48,725.38

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 2909 Special Revenue

Fund Name: Miscellaneous Special- OneOhio

Description	2020	2021	2022	2023	Current	
					2024	2025
Fund Balance 1/1	\$0.00	\$0.00	\$0.00	\$3,895.68	\$14,081.53	\$14,081.53
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenues						
Property and Other Local Taxes						
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental						
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$3,895.68	\$8,223.98	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$1,961.87	\$0.00	\$0.00
Total Revenue	\$0.00	\$0.00	\$3,895.68	\$10,185.85	\$0.00	\$0.00
Expenditures						
Police Protection						
Salaries	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00
Supplies and Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00
Other Financing Sources & Uses						
Sources						
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2909 Special Revenue Fund Name: Miscellaneous Special- OneOhio

Description	2020	2021	2022	2023	Current	2025
					2024	
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$0.00	\$0.00	\$3,895.68	\$14,081.53	\$14,081.53	-\$25,918.47
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$0.00	\$0.00	\$3,895.68	\$14,081.53	\$14,081.53	-\$25,918.47

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2910 Special Revenue

Fund Name: Kroger TIF

Description	2020	2021	2022	2023	Current	
					2024	2025
Fund Balance 1/1	\$0.00	\$0.00	\$0.00	\$0.00	\$901,560.11	\$113,087.00
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenues						
Property and Other Local Taxes						
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental						
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$887,239.36	\$1,885,650.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$91,047.12
Total Revenue	\$0.00	\$0.00	\$0.00	\$887,239.36	\$1,885,650.00	\$91,047.12
Expenditures						
Highways						
Purchased Services	\$0.00	\$0.00	\$0.00	\$85,679.25	\$2,674,123.11	\$204,134.12
Capital Outlay						
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$85,679.25	\$2,674,123.11	\$204,134.12
Other Financing Sources & Uses						
Sources						
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 2910 Special Revenue

Fund Name: Kroger TIF

Description	2020	2021	2022	2023	Current 2024	2025
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00
Fund Balance 12/31	\$0.00	\$0.00	\$0.00	\$901,560.11	\$113,087.00	\$0.00
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$14,320.75	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$0.00	\$0.00	\$0.00	\$887,239.36	\$113,087.00	\$0.00

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 2911 Special Revenue

Fund Name: Natureworks Grant

Description	2020	2021	2022	2023	Current		2025
					2024		
Fund Balance 1/1	\$0.00	\$0.00	\$0.00	\$0.00	\$56,119.00		\$3,975.00
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Revenues							
Property and Other Local Taxes							
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Intergovernmental							
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other	\$0.00	\$0.00	\$0.00	\$3,975.00	\$41,671.00		\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Total Revenue	\$0.00	\$0.00	\$0.00	\$3,975.00	\$41,671.00		\$0.00
Expenditures							
Parks and Recreation	\$0.00	\$0.00	\$0.00	\$39,527.00	\$52,144.00		\$3,975.00
Purchased Services	\$0.00	\$0.00	\$0.00	\$39,527.00	\$52,144.00		\$3,975.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$39,527.00	\$52,144.00		\$3,975.00
Other Financing Sources & Uses							
Sources							
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 2911 Special Revenue Fund Name: Natureworks Grant

Description	2020	2021	2022	2023	Current 2024	2025
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$41,671.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	-\$41,671.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$91,671.00	-\$41,671.00	\$0.00
Fund Balance 12/31	\$0.00	\$0.00	\$0.00	\$56,119.00	\$3,975.00	\$0.00
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$2,144.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$0.00	\$0.00	\$0.00	\$53,975.00	\$3,975.00	\$0.00

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 2912 Special Revenue

Fund Name: ODNR Aquatic Education Grant

Description	2020	2021	2022	2023	Current	
					2024	2025
Fund Balance 1/1	\$0.00	\$0.00	\$0.00	\$0.00	\$6,504.00	\$0.00
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenues						
Property and Other Local Taxes						
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental						
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$6,504.00	\$0.00	\$9,000.00
Total Revenue	\$0.00	\$0.00	\$0.00	\$6,504.00	\$0.00	\$9,000.00
Expenditures						
Parks and Recreation						
Supplies and Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$6,504.00	\$9,000.00
Total Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$6,504.00	\$9,000.00
Other Financing Sources & Uses						
Sources						
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object

2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 2912 Special Revenue

Fund Name:

ODNR Aquatic Education Grant

Description	2020	2021	2022	2023	Current 2024	2025
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance 12/31	\$0.00	\$0.00	\$0.00	\$6,504.00	\$0.00	\$0.00
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$0.00	\$0.00	\$0.00	\$6,504.00	\$0.00	\$0.00

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 3101 Debt Service

Fund Name: New Building Bond Retirement

Description	2020	2021	2022	2023	Current	
					2024	2025
Fund Balance 1/1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenues						
Property and Other Local Taxes						
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental						
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures						
Bond Principal Payment						
Debt Service	\$105,000.00	\$100,000.00	\$110,612.50	\$95,000.00	\$95,000.00	\$265,000.00
Interest						
Debt Service	\$27,875.00	\$24,725.00	\$10,612.50	\$17,725.00	\$14,400.00	\$10,600.00
Fiscal Charges						
Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Expenditures	\$132,875.00	\$124,725.00	\$121,225.00	\$112,725.00	\$109,400.00	\$275,600.00
Other Financing Sources & Uses						

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 3101 Debt Service

Fund Name: New Building Bond Retirement

Description	2020	2021	2022	2023	Current 2024	2025
Sources						
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$132,875.00	\$124,725.00	\$121,225.00	\$112,725.00	\$109,400.00	\$275,600.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$132,875.00	\$124,725.00	\$121,225.00	\$112,725.00	\$109,400.00	\$275,600.00
Fund Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN v2024.2

Fund Classification: 4902 Capital Projects

Fund Name:

Fire Station 76 Capital Project Fund

Description	2020	2021	2022	2023	Current	2025
					2024	
Fund Balance 1/1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Revenues						
Property and Other Local Taxes						
Real Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Property Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Local Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Licenses, Permits and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fines and Forfeitures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Intergovernmental						
Local Government Distribution	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estate Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Property Tax Allocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Earnings on Investments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Revenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Expenditures						
Capital Outlay						
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bond Principal Payment						
Debt Service	\$90,000.00	\$90,000.00	\$95,000.00	\$100,000.00	\$105,000.00	\$105,000.00
Interest						
Debt Service	\$91,770.00	\$88,350.00	\$84,930.00	\$81,320.00	\$77,520.00	\$73,530.00
Fiscal Charges						
Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

HAMILTON TOWNSHIP, WARREN COUNTY
Financial Worksheet - Program / Object
 2025 Appropriation Budget
 Year 2024

11/18/2024 11:03:56 AM
 UAN V2024.2

Fund Classification: 4902 Capital Projects Fund Name: Fire Station 76 Capital Project Fund

Description	2020	2021	2022	2023	Current 2024	2025
Total Expenditures	\$181,770.00	\$178,350.00	\$179,930.00	\$181,320.00	\$182,520.00	\$178,530.00
Other Financing Sources & Uses						
Sources						
Sale of Bonds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Notes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Debt Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sale of Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfers - In	\$181,770.00	\$178,350.00	\$179,930.00	\$181,320.00	\$182,520.00	\$178,530.00
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extraordinary Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Uses						
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contingencies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other - Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Other Financing Sources & Uses	\$181,770.00	\$178,350.00	\$179,930.00	\$181,320.00	\$182,520.00	\$178,530.00
Fund Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Less: Encumbrances 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Less: Reserve Balance 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unencumbered Undesignated 12/31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Each Fund Balance 1/1 reflects the prior year's Fund Balance 12/31, not its Unencumbered Undesignated 12/31. Encumbrances 12/31 and Reserve Balance 12/31 should become expenditures in subsequent years.



Police Department 11/20/24 Trustee Meeting

The following motion is requested by the Board of Hamilton Township Trustees from the Police Department.

Motion to approve Resolution 24-1120E- a resolution approving an increase in appropriations in the Police District Fund to reconcile budgets for the calendar year 2024.

Due to increased usage of tow companies for vehicles being towed to the impound lot, it is necessary to increase the amount appropriated in Contracted Services for the Impound Lot. These additional expenses are offset via the increase in vehicles titled over to and then sold by the Township.

The Township of Hamilton, Warren County, Ohio Board of Trustees met in regular session on November 20, 2024, at 6:00 p.m. at Hamilton Township, Warren County, Ohio, with the following Trustees present:

- Darryl Cordrey – Trustee, *Chair*
- Joseph P. Rozzi – Trustee, *Vice Chair*
- Mark Sousa – Trustee

Mr. _____ presented the following Resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY, OHIO
RESOLUTION NUMBER 24-1120E**

**A RESOLUTION APPROVING AN IN INCREASE IN APPROPRIATIONS IN THE
POLICE DISTRICT FUND (2081) TO RECONCILE BUDGETS FOR THE CALENDAR
YEAR 2024**

WHEREAS, the Board of Township Trustees wishes to authorize and approve an increase in appropriations in order to reconcile budgets and appropriations for the calendar year 2024;

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

- SECTION 1.** The Fiscal Officer is hereby authorized and directed to increase the appropriations for the Police District Fund 2081-210-360-0600- Contracted Services Impound Lot in the amount of \$ \$20,000.00.
- SECTION 2.** The Fiscal Officer is hereby authorized and directed to approve a Blanket Certificate in the amount reflected in Section 1 of this Resolution.
- SECTION 3.** This Resolution shall take effect on the earliest date allowed by law.

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

Darryl Cordrey	Aye _____	Nay _____
Joseph P. Rozzi –	Aye _____	Nay _____
Mark Sousa	Aye _____	Nay _____

Resolution adopted this 20th day of November, 2024.

Attest:

Leah M. Elliott, *Fiscal Officer*

Approved as to form:

Benjamin J. 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 November 20, 2024.

Date: _____

Leah M. Elliott, Fiscal Officer



Police Department 11/20/24 Trustee Meeting

The following motion is requested by the Board of Hamilton Township Trustees from the Police Department.

Motion to approve Resolution 24-1120F- a resolution authorizing an increase in appropriation in the General Fund, Road & Bridge Fund, Police District Fund and Fire & EMS Fund, and issue a then and Now Certificate for payment due to the increase of liability insurance.

Due to the increased values of the Township's buildings and assets, and the increased values of apparatus and vehicles when replacement vehicles are purchased, there is an increase in premiums for the new Property and Casualty Insurance plan.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on November 20th, 2024, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey – Trustee, *Chair*
Joseph P. Rozzi – Trustee, *Vice Chair*
Mark Sousa – Trustee

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 24-1120F**

**A RESOLUTION AUTHORIZING AN INCREASE IN APPROPRIATION IN THE
GENERAL FUND, ROAD & BRIDGE FUND, POLICE DISTRICT FUND, AND FIRE &
EMS FUND, AND ISSUE A THEN AND NOW PURCHASE ORDER FOR PAYMENT
DUE TO THE INCREASE OF LIABILITY INSURANCE**

WHEREAS, Section 5705.41 of the Ohio Revised Code permits a taxing authority to issue a "Then and Now Certificate" if the Fiscal Officer can certify that both at the time that a contract or purchase order was made and at the time that she is completing his certification, sufficient funds were available or in the process of collection to the credit of the proper fund, properly appropriated and free from any previous encumbrance, the taxing authority can authorize the drawing of a warrant; and

WHEREAS the Board of Township Trustees desires to issue a Then and Now Certificate for payment of \$12,440.00 for payment of the new Liability Insurance Plan.

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

SECTION 1. The Fiscal Officer is hereby authorized and directed to increase the appropriations for the General Fund-1000-110-380-0000 Insurance and Bonding in the amount of \$450.00, Road and Bridge Fund- 2031-330-380-0000 Insurance and Bonding in the amount of \$6,700.00, Police District Fund-2081-210-380-0000 Insurance and Bonding in the amount of \$4,400.00, Fire and EMS Special Levy Fund-2283-220-380-0000 in the amount of \$890.00.

SECTION 2. That the Board of Township Trustees hereby authorizes the Township Fiscal Officer to issue and certify a Then and Now Purchase Order for payment of \$12,440.00.

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

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

Joe Rozzi –	Aye _____	Nay _____
Mark Sousa –	Aye _____	Nay _____
Darryl Cordrey –	Aye _____	Nay _____

Resolution adopted this 20th day of November 2024.

Attest:

Leah M. Elliott, Fiscal Officer

Approved as to form:

Benjamin J. 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 November 20, 2024.

Date: _____

Leah M. Elliott, Fiscal Officer