



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

TRUSTEE MEETING AGENDA 6/18/2024

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 June 5th Board of Trustees regular meeting.
- Bills before the Board

Public Comments

New Business

Resolutions

- Resolution No. 2024-0618A – Authorize a Fund Level Transfer & Repayment of an Open Advance
- Resolution No. 2024-0618B – Accepting of Hopewell Valley Section Seven (7) & Section Eight (8)
- Public Hearing - Hamilton-Maineville Joint Economic Development District
- Resolution No. 2024-0618C – Execution of JEDD

Motion –

- Authorize the Administrator to enter into an agreement with the Warren County Health District
- Authorize an agreement with McGill Smith Punshon, Inc. for professional services for a concept design and opinion of probable costs for the Public Works Facility
- Amend the Hamilton Township Roster as Presented

Public Comments

Administrator's Report

Trustee Comments

Adjournment

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

June 5, 2024

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

Roll call as follows: Darryl Cordrey
Joe Rozzi
Mark Sousa

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 the May 15, 2024, Trustee Meeting.

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

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

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

Presentations

- Resident, Paul Sisk with an update on Article V., Convention of States
Mr. Sisk expressed gratitude to the Trustees and Township for their outstanding leadership and unwavering support regarding Article V. Eighteen residents of Hamilton Township signed a card to convey their appreciation. Additionally, Mr. Sisk bestowed upon them a Freedom to Fight medallion as a token of recognition.
- Resident, Dr. Ashe to discuss Sister City Prospect Denas and update of educational development

Dr. Ashe briefed the Board on her recent journey to Kosovo, during which she delivered a letter and video from Administrator Jeff Wright to the Mayor. She also outlined her role with Sister City Prospect Denas, an organization dedicated to facilitating student exchange programs between local schools and children in grades 9 through 12. She asked the Trustees if they were interested in participating in the program.

Mr. Cordrey clarified that before any decision could be reached, the Township would require further details regarding the responsibilities and resources necessary for participation.

Dr. Ashe concurred that she would email the Trustees more information about the program's requirements.

Public Comment

Mr. Cordrey opened the floor to public comments at 6:22 p.m.

Brad Turner request information regarding advertisement signs that are posted on main streets throughout the Township.

Mr. Rozzi explained that if residents see signs that are posted to send pictures to the Zoning inspector so the companies can get cited.

Mr. Wright proposed an alternative method for submitting pictures of advertisement signs: utilizing the zoning software available on the Hamilton Township website to directly reach our zoning staff.

Mr. Keith Osterbrock expressed gratefulness to the Trustees, Fire Department, Police Department, and the community for their support following the incident that occurred with his neighbor on March 29th. He remains hopeful that the condition of the property will be resolved soon.

Mr. Sousa extended his appreciation to Mr. Osterbrock for his cooperation during the challenging situation and congratulated him on his graduation from the Citizen Police Academy. He noted that he learned while attending the training himself, Mr. Osterbrock was motivated to do the academy because of the situation with his neighbor.

Mr. Berry Fishman, President of the Miami Bluff Homeowner Association, addressed the Board to inquire about any updates regarding the installation of no parking signs on Striker Road near the emergency gate entrance connecting to the Miami Bluff subdivision. He expressed concern about vehicles unloading materials and parking for extended periods, despite the presence of a no parking sign at the emergency gate of HMB.

Mr. Don Pelfrey agreed to have no parking signs installed in the right-of-way on Striker Road the next day.

Mr. Sousa stated in the event there are vehicles parked after the no-parking signs are installed, residents should call the Police Department who will gladly come out and have them move.

Mr. Cordrey closed the floor to public comments at 6:37 p.m.

New Business

Work Session- Motion to request to vary from the Hamilton Township Cemetery Rules and Regulations

Mr. Cordrey invited Elidee Mason to address the Board for the variance request of a boulder style headstone.

Ms. Elody Mason elaborated on the importance of the boulder, emphasizing its status as a cherished family heirloom. She took charge of organizing the boulder's installation and made sacrifices to designate a plot specifically for cremations to accommodate it. Ms. Mason, along with Mr. Pelfrey, Mr. Jeff Wright, and Mr. Sousa, conducted a walkthrough at the proposed site, where they discussed location, lawn care, and maintenance.

Mr. Sousa agreed that the location of the headstone is durable, being between the now deceased Mrs. Baston and Mr. Clyde Baston's plots.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve the request to vary from the cemetery rules and regulations.

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

Resolution No. 2024-0605A – Approving Zoning Amendment for 280 Dwire Road, Hamilton Township, Ohio 45039.

Mr. Cordrey wanted to emphasize that though the new zoning is (R-4) multi-family, single-family houses will be built.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 2024-0605A, resolution approving the zone change from R-1 Single Family Residence to R-4 Multi-Family Planned Unit Development (PUD) district for the property located at 280 Dwire rd., Hamilton Township, Warren County, Ohio 45039.

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

Resolution No. 2024-0605B – Declaring a nuisance and Removal of High Grass and Debris

Mr. Cordrey made a motion with the second from Mr. Rozzi to approve Resolution 24-0605B, a resolution declaring the property at 832 Sunrise Ridge Court, Parcel 1610227018, a nuisance and providing for the abatement, removal, or control of said nuisance and declaring an emergency.

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

Resolution No. 2024-0515C – Declaring a Nuisance and Removal of an Unsafe Structure

Mr. Wright gave an update that there has been no update from the insurance company or bank about the status of the property. The Township will have the homeowner a 30-day waiting period to respond to the township before acting.

Mr. Cordrey made a motion with the second from Mr. Rozzi to approve Resolution 24-0605C, a resolution providing for the declaration of nuisance and removal of an unsafe structure for the property located at 832 Sunrise Ridge Court, Parcel 1610227018, and authorizing all necessary steps to undertake action and declaring an emergency.

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

Resolution No. 2024-0605D – Authorizing Private Sale of Unneeded and Un-fit-For-Use Property

Mr. Cordrey made a motion with the second from Mr. Cordrey to approve Resolution 24-0605D, a resolution authorizing private sale of unneeded and unfit-for-use property in the Police Department

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

Motion- Motion to table the acceptance of Hopewell Valley Section Seven & Eight

Mr. Wright explained the item was tabled at the May 15th meeting as there were concerns submitted by a resident of the subdivision related to required infrastructure and other items that were made conditions of approval by Warren County and the Township per either subdivision regulations or zoning approval. Last week the Township Planning and Zoning Director, Public Works Director, Administrator and Law Director met with representatives of the Warren County Engineer's Office and will meet later this week with the current developer.

Mr. Cordrey made a motion with the second from Mr. Rozzi to table accepting public streets for maintenance and setting speed limits on sections seven and eight, in the Villages of Hopewell Valley Subdivision, Hamilton Township, dispensing with the second reading.

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

Motion- Motion to reschedule July 3, 2024, Trustee Meeting to 9 a.m.

Mr. Cordrey made a motion with the second from Mr. Rozzi to approve the rescheduling of July 3, 2024, Trustee Meeting to 9 a.m.

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

Motion- Motion to Approve the Amendment of the Hamilton Township Roster as Presented

Mr. Cordrey made a motion with the second from Mr. Rozzi to approve the amendment of the Hamilton Township roster as presented.

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

Motion- Motion to approve the Purchase of a Cemetery Deed

Mr. Cordrey made a motion with the second from Mr. Rozzi to approve the purchase of a cemetery deed as presented.

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

Public Comments

Mr. Cordrey opened the floor to public comments at 6:50 p.m., in which there were none.

Administrators Report

Mr. Wright gave a presentation for the Administrator Report:

- Parks and Recreation
 - Awarded a \$9,000 grant from Ohio Department Natural Resources
 - Eighteen people attended the Summer Wellness Walk at Mounts Park
 - June 12, 2024, Kayaking Event at Mounts Park
 - June 15, 2024 Touch-a-Truck at Fellowship Church
- Zoning
 - McDonalds has announced they will have a location in front of the new Kroger
- Fire
 - Safety Study project is in full force and will be brought to the Board in the near future
- Public Works
 - Jurgensen is near completion with the milling and paving, estimating to be done in June
 - Line stripping is taking place in subdivisions in the next weeks.

Trustee Comments

Darryl Cordrey: Mr. Cordrey extends his condolences to the family of Mike Cremeans, a dedicated member of the Little Miami School Board. Cremeans played a pivotal role in guiding Mr. Cordrey during the beginning phases of his political journey in Hamilton Township. His absence will be deeply felt within the community. Additionally, Mr. Cordrey shared his experience at the recent Fishing with the 5-O event, noting the impressive turnout and expressing his belief that it improves with each passing year.

Mark Sousa: Mr. Sousa is happy with the pace of the construction with the widening of State Route 48 and believes the project is ahead of the initial timeline.

Joe Rozzi: Mr. Rozzi wishes to inform both residents and non-residents that plots are currently available for rent at the Hamilton Township Community Garden, with prices ranging from \$25 to \$35. Those interested in securing a plot are encouraged to reach out to Nicole Earley at the Township for further details and rental arrangements.

Executive Session- Mr. Cordrey made a motion with a second from Mr. Rozzi to adjourn into executive session at 6:57 p.m. in accordance with ORC 121.22(G)(3) to discuss pending litigation and ORC 121.22(G)(8a) 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 7:41 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 7:42 p.m.

Roll call as follows:

Darryl Cordrey	Yes
Joe Rozzi	Yes
Mark Sousa	Yes



**Office of Township Administrator
6/18/24 Trustee Meeting**

In 2023 the Township constructed a new shelter house at Marr Park. We received a \$41,671 Natureworks grant from ODNR towards the expense of the shelter. The grant is a reimbursement grant, so the Board previously approved an advance in that amount from the General Fund. Now that we recently received our reimbursement of the grant and deposited the amount into the Natureworks Grant Special Revenue Fund, we can take action to transfer the grant dollars to the General Fund to repay the advance from last year.

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

Motion to approve Resolution 24-0618A, a resolution authorizing a fund level transfer and repayment of an open advance.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on June 18, 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 24-0618A**

**AUTHORIZING A FUND LEVEL TRANSFER AND REPAYMENT OF AN OPEN
ADVANCE**

WHEREAS, the funds of Hamilton Township are to be utilized to properly account for revenues and expenditures of Hamilton Township and to comply with applicable budgetary requirements and best practices; and

WHEREAS, the Hamilton Township Board of Trustees previously authorized in Resolution #23-0405A an advance of \$41,671.00 from Fund #1000 General Fund to Fund #2911 Natureworks Grant Special Revenue Fund; and

WHEREAS, the Hamilton Township Board of Trustees now intends to provide additional funding resources from Fund #1000 General Fund to Fund #2911 Natureworks Grant Special Revenue Fund and to fully retire the current open advance that was established pursuant to Resolution #23-0405A; and

NOW, THEREFORE, BE IT RESOLVED, that the Hamilton Township Board of Trustees does hereby authorize the following transfer of \$5,208.90 from Fund #1000 General Fund to Fund #2911 Natureworks Grant Special Revenue Fund; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Hamilton Township Board of Trustees does hereby authorize the following advance:

SECTION 1. \$41,671.00 from Fund #2911 Natureworks Grant Special Revenue Fund to Fund #1000 General Fund.

SECTION 2. The 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.

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 Rozzi –	Aye _____	Nay _____
Mark Sousa –	Aye _____	Nay _____

Resolution adopted this 18th day of June 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 June 18, 2024.

Date: _____

Leah M. Elliott, *Fiscal Officer*



Administrator

6/18/2024 Trustee Meeting

The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the Public Works Director:

This item was tabled at the May 15th and June 5th meetings as there were concerns submitted by a resident of the subdivision related to required infrastructure and other items that were made conditions of approval by Warren County and the Township per either subdivision regulations or zoning approval. The Township Planning and Zoning Director, Public Works Director, Administrator and Law Director had meetings with representatives of the Warren County Engineer's Office and the current developer who finished Sections 7 and 8 of the subdivision.

The Knox Box and sidewalk installation items that are being contested are located in prior sections of the subdivision that were developed by a prior developer and those prior sections that were previously accepted and had their bonds released by Warren County. It is my understanding from legal counsel that the Township cannot hold up the acceptance of streets and the release of bond for these final sections 7 and 8 for items that are located in the earlier sections that have already been approved. The Township has expressed to the current developer that since it is now the "Owner of Interest" that the Township is exploring other methods of enforcement of items that are being contested.

Motion to adopt Resolution 24-0618B, a resolution accepting public streets for maintenance and setting speed limits on sections seven and eight, in the Villages of Hopewell Valley Subdivision, Hamilton Township, dispensing with the second reading.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on June 18, 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 24-0618B**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND
SETTING SPEED LIMITS ON SECTION SEVEN AND EIGHT, IN THE VILLAGES OF
HOPEWELL VALLEY SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH
THE SECOND READING**

WHEREAS, Warren County Commissioners have accepted the following streets in the Villages of Hopewell Valley subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Section Seven (7) and Section Eight (8) shown on the attached Exhibits.

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

SECTION 1. Hamilton Township accepts Section Seven (7) and Section Eight (8) as shown on the attached Exhibits of the Villages of Hopewell Valley subdivision for maintenance.

SECTION 2. The speed limit in Section Seven (7) and Section Eight (8) of the Villages of Hopewell Valley subdivision, Hamilton Township is hereby established at twenty-five (25) miles per hour.

SECTION 3. The Trustees of Hamilton Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

SECTION 4. 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 Rozzi – Aye _____ Nay _____
Mark Sousa – Aye _____ Nay _____

Resolution adopted this 18th day of June 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 June 18, 2024.

Date: _____

Leah M. Elliott, *Fiscal Officer*



April 30, 2024

Hamilton Township
Attn: Don Pelfrey
7780 South State Route 48
Hamilton Township, Ohio 45039

Re: The Villages of Hopewell Valley, Sections 7 and 8

Dear Hamilton Township,

Please be advised that the punch list items compiled by inspections for the above have been completed and inspected and found to be satisfactory per Warren County Engineer Regulations.

Your acceptance letter will allow this office to release bonds and turn the streets over for public maintenance.

Per Hamilton Township request, our office will e-mail a copy of the Survey Certificate and As-Builts (if required) to your office upon receipt as required prior to issuance of your acceptance letter.

Upon your Subdivision Inspector's report of our final review being acceptable and you concur then please send a letter or e-mail that you are willing to accept the street for public maintenance. In the same token we ask that the township forward any objections to our office within 30-days from the date of this letter.

Sincerely,

Neil F. Tunison, P.E., P.S.
Warren County Engineer

Jason Fisher

Jason Fisher
Subdivision Inspection

Cc: D. R. Horton, Attn: Mehdi Moazen (E-Mail only)
Hamilton Twp – Jeff Wright, Chrisie Hainey (E-Mail only)
Soil & Water – (E-Mail only)
File

WARREN COUNTY ENGINEER'S OFFICE

ADMINISTRATION and ENGINEERING
210 W Main St. Lebanon, OH 45036
Telephone (513) 695-3301 Fax (513) 695-7714

HIGHWAY MAINTENANCE, PERMITS, and INSPECTION
105 Markey Rd. Lebanon, OH 45036
Telephone (513) 695-3336 Fax (513) 695-3323

August 24, 2023

Mr. Neil Tunison, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, OH 45036

Re: Hopewell Valley, Section 7, Survey Certificate

Dear Mr. Tunison,

This letter is to confirm that all pins and monuments were set in October of 2021 in accordance with the record plat on file at the Warren County, Ohio Recorder's Office.

Please call or email at your earliest convenience if you need any additional information.

Sincerely,
McGill Smith Punshon, Inc.



9/19/2023

Brian Jimson, P.S.
Vice President



19637003-COU-CERT-LTR-Hopewell 7

August 24, 2023

Mr. Neil Tunison, P.E., P.S.
Warren County Engineer
210 West Main Street
Lebanon, OH 45036

Re: Hopewell Valley, Section 8, Survey Certificate

Dear Mr. Tunison,

This letter is to confirm that all pins and monuments were set in June of 2023 in accordance with the record plat on file at the Warren County, Ohio Recorder's Office.

Please call or email at your earliest convenience if you need any additional information.

Sincerely,
McGill Smith Punshon, Inc.



9/19/2023

Brian Jimson, P.S.
Vice President



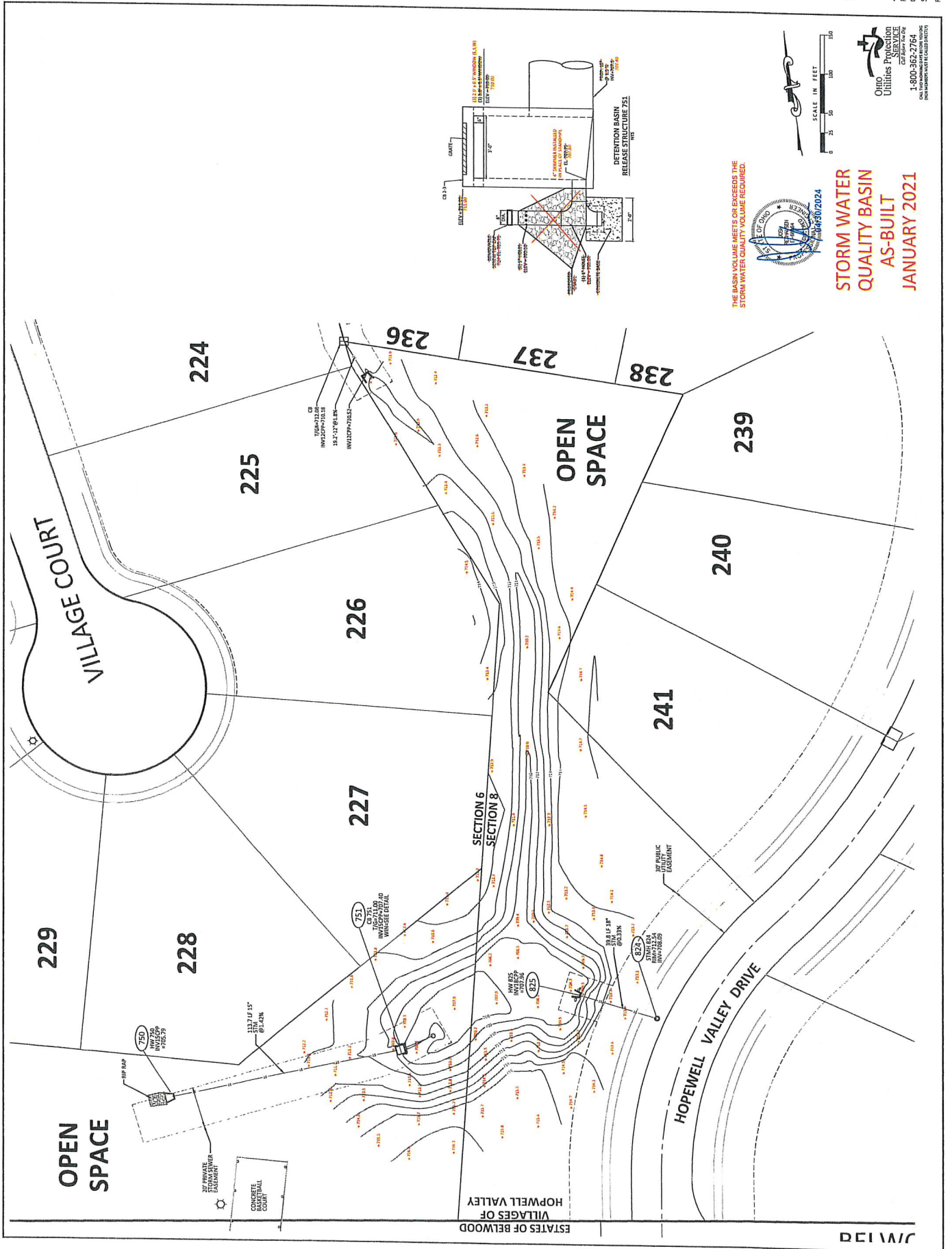
19637003-COU-CERT-LTR-Hopewell 8

Issue/Revision	No.	Date
START CONDITIONS	1	01/17/2020
CONTRACT	2	01/17/2020
CONTRACT	3	04/02/2020
CONTRACT	4	04/02/2020
CONTRACT	5	06/15/2021

© Copyright 2021, MDCAL, NORTH FORTKORN, INC.

THE VILLAGES OF HOPEWELL VALLEY
SECTION 8
 SITUATED IN M.S. #520
 HAMILTON TOWNSHIP
 WARREN COUNTY, OHIO

Sheet Title
**STORM WATER
 QUALITY BASIN
 AS-BUILT**
 Project Number
 19637.00
 Drawing Scale
 1" = 20'
 Sheet Number
 1/1
 1957



THE BASIN VOLUME MEETS OR EXCEEDS THE
 STORM WATER QUALITY VOLUME REQUIRED.



**STORM WATER
 QUALITY BASIN
 AS-BUILT**
JANUARY 2021

Ohio
 Utilities
 Protection
 Service
 Call 1-800-362-2764
 O.U.P.S. ADMINISTRATION FOR UTILITY
 INFRASTRUCTURE PROJECTS



Administrator - 6/18/24 Trustee Meeting

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

A Joint Economic Development District (JEDD) is an economic development tool that is allowed and is created by a contract between a township and a municipality to levy income tax over a specific, limited area of properties to encourage economic development and to provide municipal services in that unincorporated area. The Board and staff have had a goal for a few years to create a small JEDD that would include the underdeveloped property at the northeast corner of the intersection of SR 48 and US 22/3. The owners of the property now can invest in new private construction on those properties that will increase our tax base and create jobs in our community at the same time improvements will be made to the infrastructure and roadway of the section of Towne Center Boulevard that will access the properties being developed. We have received signed petitions from the owners of those properties requesting to include them in the proposed JEDD and we have cooperation from the Village of Maineville for them to be our municipal partner in the JEDD. No municipal income tax would be levied on any parcels in Hamilton Township that are located outside of the JEDD.

In compliance with the Ohio Revised Code requirements the Township placed a legal advertisement in a newspaper to announce a hearing for the review of the JEDD Contract for the June 18th Board meeting. Maineville's Village Council has also advertised a similar hearing and I anticipate it taking action to execute the JEDD Contract.

Motion to approve Resolution 24-0618C, a resolution approving the contract to create the Hamilton Township – Village of Maineville Joint Economic Development District.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on June 18, 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 24-0618C**

**A RESOLUTION APPROVING THE CONTRACT TO CREATE THE HAMILTON
TOWNSHIP – VILLAGE OF MAINEVILLE JOINT ECONOMIC DEVELOPMENT
DISTRICT**

WHEREAS, Ohio Revised Code (“**R.C.**”) Chapter 715 empowers certain political subdivisions to form joint economic development districts to share in the costs of improvements for economic development purposes; and,

WHEREAS, in accordance with R.C. Sections 715.72 through 715.82, the Village of Maineville, Warren County (the “**Village**”) and Hamilton Township, Warren County, Ohio (the “**Township**”) have negotiated and intend to enter into the Hamilton Township – Village of Maineville Joint Economic Development District Contract (the “**Contract**”) to create and provide for the operation of a joint economic development district known as the Hamilton Township – Maineville Joint Economic Development District (the “**JEDD**”); and,

WHEREAS, the stated purpose of the Contract is to facilitate economic development and redevelopment to create or preserve jobs and employment opportunities, and to improve the economic welfare of the people of the State of Ohio, the Township, and the Village; and,

WHEREAS, on May 15, 2024, the Board of Trustees of the Township, passed Resolution No. 24-0515E as one of the initial property owners and business owners within the proposed JEDD, signed a petition indicating that, by signing such petition, the Township consents to the proposed JEDD; and,

WHEREAS, the Board of Trustees received signed JEDD Petitions from additional property owners and business owners within the proposed JEDD, equaling 100% of the property owners and business owners as of the date the petitions were signed, indicating that the property owners consent to the proposed JEDD; and,

WHEREAS, the territory to be included in the JEDD is zoned in a manner appropriate to the function of the JEDD; and,

WHEREAS, no electors reside within the JEDD; and,

WHEREAS, the JEDD does not include any parcel of land owned in fee or leased to a non-contracting municipal corporation or township; and,

WHEREAS, notice has been provided to any non-contracting municipal corporation within one-half of one mile of any parcel of the JEDD or identified in a water or sewer service plan or agreement as a future provider of water or sewer services to any parcel of the JEDD; and,

WHEREAS, the Village and the Township have not designated any parcels in the JEDD to be excluded from the JEDD such that certain persons employed or residing in the application portion of the JEDD are not subject to any income tax imposed therein; and,

WHEREAS, the Village and the Township have not previously entered into a separate contract for utility services, whereby such separate contract would constitute consideration for the Contract hereunder; and,

WHEREAS, pursuant to Division (I) of R.C. Section 715.72, the Township has conducted a public hearing regarding the Contract and the JEDD, with appropriate public notice, has made available for public inspection all documents required by law for review, and has allowed for public comment and recommendations on the Contract and the JEDD; and,

WHEREAS, pursuant to Division (M)(1) of R.C. 715.72, the Board of Trustees of the Township have chosen not to submit this Resolution approving the Contract to the electors 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 Board of Trustees approves the Contract, in substantially the form attached to this Resolution as **EXHIBIT A**, with such changes therein, not materially adverse to the Township and not inconsistent with this Resolution as the Township Administrator shall approve, and directs any two or more members of this Board to execute the Contract. The Township Administrator and Fiscal Officer are hereby authorized and directed to execute and deliver any other Contracts, documents or certificates, and take all other actions, necessary to accomplish the purposes of this Resolution.

SECTION 2. The Board of Trustees adopts the Economic Development Plan for the JEDD as provided in Exhibit A of the Contract (the "**Economic Development Plan**").

SECTION 3. Upon approval of the Contract by the Village, the Board of Trustees will file or cause to be filed all documents as required under Division (O) of R.C. Section 715.72 for purposes of filing with the Director of the Ohio Department of Development to notify the State regarding the creation of the JEDD.

I, Leah 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 June 18, 2024.

Date: _____

Leah Elliott, *Fiscal Officer*

EXHIBIT A

Hamilton Township-Maineville Joint Economic Development District Contract

[See Attached]

**HAMILTON TOWNSHIP-MAINEVILLE
JOINT ECONOMIC DEVELOPMENT
DISTRICT**

**JOINT ECONOMIC
DEVELOPMENT DISTRICT
CONTRACT**

**Dated
as of**

_____, 2024

**HAMILTON TOWNSHIP-MAINEVILLE JOINT ECONOMIC DEVELOPMENT
DISTRICT CONTRACT**

This HAMILTON TOWNSHIP-MAINEVILLE Joint Economic Development District Contract (the "Contract") is made and entered into as of _____, 2024 (the "Effective Date"), by and among the Township of Hamilton, Warren County, Ohio (the "Township"), and the Village of Maineville, Ohio ("Village") in accordance with the terms and provisions set forth herein.

RECITALS

A. The Township and the Village intend to enter into this Contract to create and provide for the operation of the Hamilton Township-Maineville Joint Economic Development District (the "District") in accordance with Sections 715.72 through 715.81 of the Ohio Revised Code for their mutual benefit and for the benefit of their residents and of the State of Ohio (the "State").

B. The Township and the Village are contiguous communities, and the Township and the Village are located entirely in Warren County, Ohio (the "County").

C. The legislative authorities of the Township and the Village have each authorized and directed the Township and the Village, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the Maineville Village Council on _____, 2024, and Resolution No. _____, adopted by the Hamilton Township Board of Township Trustees on _____, 2024.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the Township and the Village agree and bind themselves, their agents, employees and successors, as follows:

Section 1. Creation of District: Name. The Township and the Village, by their combined action evidenced by the signing of this Contract, hereby create a joint economic development district in accordance with the terms and conditions of this Contract. The joint economic development district created by and pursuant to this Contract shall be known as the "Hamilton Township-Maineville Joint Economic Development District."

Section 2. Contracting Parties. The "Contracting Parties" to this Contract are the Township of Hamilton, a township existing and operating under the laws of the State, and the Village of Maineville, a municipal corporation existing and operating under laws of the State, and their respective successors, in all or in part. Each party hereby acknowledges that it is entering into this contract freely and without duress or coercion.

Section 3. Purpose. The Township and the Village intend that the creation and operation of the District shall, and it is the purpose of the District, to facilitate economic development to

create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the County, the Township, the Village and the District.

Section 4. Territory of the District. The territorial boundaries of the District are described in Exhibit A attached to and made part of this Contract. This Contract incorporates and includes all exhibits attached hereto. The territory of the District is located entirely within the boundaries of the Contracting Parties and the County and does not include any "parcel of land" (as defined in Section 715.72(e)(1)(c) of the Ohio Revised Code) that is owned in fee by or is leased to a municipal corporation or township, except land owned by a Contracting Party. No electors, except those residing in a mixed-use development, reside within the area or areas comprising the District. Furthermore, the District is and will be zoned pursuant to Hamilton Township 2020 Comprehensive Plan, and in a manner which is appropriate zoning to carry out the functions of this Contract and to promote economic development.

Section 5. Addition and Removal of Areas from District. The Contracting Parties may amend this Contract from time to time to add to the District any area that was not originally included in the District when this Contract became effective, in accordance with Section 715.72(L) of the Ohio Revised Code. The Contract may be so amended by amending Exhibit A or by adding one or more exhibits to the Contract. Each of the Contracting Parties agrees to cooperate with the other to amend this Contract to add other areas to the District (or to create other joint economic development districts for such areas) in the future.

The Contracting Parties may also amend this Contract from time to time to remove an area from the District in accordance with the procedure set forth in Section 12 of this Contract.

Section 6. Term. This Contract shall take effect after approval of this contract by each of the Township and the Village, and no sooner than the expiration of the 30-day referendum period for the Township's resolution approving this Contract, whichever is later. The initial term of this Contract shall terminate 30 years from the date on which this Contract takes effect, unless otherwise terminated prior to that date as provided herein.

This Contract shall automatically extend for successive 10 year renewal terms unless either Contracting Party provides written notice of termination at least one year prior to the expiration of the initial term or any renewal term. The Contract shall then terminate upon expiration of the initial term or any renewal term in which the Contracting Parties provide such notice of termination. If the Contracting Parties take no action, then this Contract shall automatically extend for an additional 10-year term in perpetuity unless the Contracting Parties fail to renew this Contract or terminate this Contract, in accordance with this Section 6.

This Contract may be terminated at any time by mutual consent of the Township and the Village as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the Contracting Parties that terminate this Contract must occur and be effective within a period of 90 days of each other.

The provision herein for the initial term and any extension of this Contract recognizes that the accrual of benefits to the parties from this Contract may take decades.

In the process of termination of this Contract but prior to final termination, any real or personal property, assets or funds of the District and any obligations, debts or liabilities of the District shall be distributed among the Village and Township based on the Distributable Revenue percentages set forth below. Before any such distribution, the District shall first use any such property, assets or funds to pay, reduce or settle any obligations, debts or liabilities of the District in accordance with the terms under which such obligations, debts or liabilities were originally incurred. Obligations of the District include, but are not limited to, obligations of the District to one or more of the Contracting Parties under this Contract or separate agreements for the provision of money, services, facilities, capital improvements or other contributions to the District or otherwise. To the extent permitted by law, obligations of the District to a Contracting Party shall take precedence over other obligations, debts or liabilities of the District.

Pursuant to Section 715.72(G) of the Ohio Revised Code, this Contract shall continue in existence throughout its term and shall be binding on the Contracting Parties and on any entities succeeding the Contracting Parties, whether by annexation, merger or otherwise. Any portion of the territory of the District (not now in a municipal corporation) that is included within a municipal corporation by annexation, merger or otherwise, after the date of this Contract, shall continue to be a part of the District subject to the terms of this Contract and to the income tax provided for in Section 10 hereof.

Section 7. Contributions to the District. In accordance with Section 715.72(F) of the Ohio Revised Code, the Township and the Village each agree to provide services and improvements to the District to facilitate economic development in the District. The Township and the Village may provide secretarial services and other staffing as each Contracting Party, in its sole discretion, determines, at no cost to the District. In addition, the board of directors of the District (the "Board") may contract for such services with any and all of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. The Contracting Parties may, but are not required to, make financial contributions to the District.

In addition to the foregoing, the following services and improvements shall be provided by the Contracting Parties as described as follows:

- (a) In compliance with applicable law, the Township and the Village may each agree to provide public infrastructure improvements for the benefit of the District.
- (b) The Township shall be responsible for the acceptance, dedication, and maintenance of all existing or future township roads located within the territory in the District.
- (c) The Township intends, but shall not be required under this Contract, to utilize available resources to advance the expansion, maintenance and other upgrades to roadways, sidewalks, utilities and related infrastructure supporting or located in the vicinity of the intersection of Ohio State Route 48 and United States Route 22, including any improvements to provide safe and efficient pedestrian and vehicular ingress and egress to and from the areas served by Ohio State Route 48 and United States Route 22 within the Township (collectively, the "SR 48 Improvements"). The Township and Village agree that the SR 48 Improvements will further economic development and employment opportunities within the District. Neither the Township nor the Village shall be required under this Contract to contribute any Distributable Revenue or other funds towards the cost of SR 48 Improvements and related supporting public

infrastructure improvements; provided that the Village agrees to support the Township's efforts to make improvements to the SR 48 Improvements and supporting public infrastructure improvements, including, but not limited to, supporting the Township's efforts to secure funding for SR 48 Improvements from any state, federal or other agency; publicly or privately documenting the Village's support of SR 48 Improvements; and using commercially reasonable efforts to obtain the support of business and citizens that may directly or indirectly benefit from the SR 48 Improvements. For avoidance of doubt, the foregoing support from the Village does not include a financial commitment, and does not require the Village to expend money. Each of the Township and the Village may, in each of their sole discretion, contribute Distributable Revenues or other lawfully available funds towards the SR 48 Improvements and related supporting public infrastructure projects.

(d) Police, Fire and Emergency Medical services shall be provided to the territory in the District in the same manner as provided in the rest of the unincorporated areas of the Township. The Township shall have the right to issue and reissue levies in all areas of the Township, including the territory in the District, for the provision of such services.

(e) Except as to the income tax to be levied in the District, the Township shall retain all of its interest in all other tax revenues generated in the territory in the District, including but not limited to, real estate, personal property, and services levies.

Section 8. Board of Directors. Because there are businesses operating and persons employed within the District, the Board of Directors shall be established in accordance with Section 715.72(P)(1) of the Ohio Revised Code. The Board of Directors shall be composed of five people and appointed as follows: one member appointed by Township and serving per Section 715.72(P)(1)(b) of the Ohio Revised Code (the "Township Member"); one member appointed by the Village and serving per Section 715.72(P)(1)(a) of the Ohio Revised Code (the "Village Member"); one member appointed by the Village representing the owners of the businesses operating within the District per Section 715.72(P)(1)(c) of the Ohio Revised Code (the "Business Member"); one member appointed by the Township representing the persons employed within the District per Section 715.72(P)(1)(d) of the Ohio Revised Code (the "Employee Member"); and one member selected by the other members described herein per Section 715.72(P)(1)(e) of the Ohio Revised Code (the "Chair").

The Board members shall serve terms in accordance with Section 715.72(P)(1) of the Ohio Revised Code which provides in pertinent part,

The members of the board shall be appointed as provided in the district contract. Of the members initially appointed to the board, the member described in division (P)(1)(a) of this section shall serve a term of one year; the member described in division (P)(1)(b) of this section shall serve a term of two years; the member described in division (P)(1)(c) of this section shall serve a term of three years; and the members described in divisions (P)(1)(d) and (e) of this section shall serve terms of four years. Thereafter, terms for each member shall be four years, each term ending on the same day of the same month of the year as did the term it succeeds. A member may be reappointed to the board, but no member shall serve more than two consecutive terms on the board.

All subsequent appointments to the Board shall be made by the same appointing authority (i.e., the Village or the Township) as made the original appointment.

The Township Member may be a Township elected official or employee other than the Township Administrator, selected by the Hamilton Township Trustees. The Village Member may be a Village elected official or employee, selected by the Village Council of the Village. The Business Member, Worker Member, and Chairperson may be a resident of any of the Contracting Parties. The Hamilton Township Trustees shall select the Worker Member. The Village of Maineville Council shall select the Business Member.

The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District incurred in relation to Board service shall be reimbursed from District funds allocated to the Board according to procedures established by the Contracting Parties and the Board. Only actual documented costs are eligible for reimbursement.

Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member. The Contracting Parties may by consent adopt rules pertaining to Board member service, removal, and vacancy.

A member of the Board may be removed by the appointing party for "cause," which shall mean: willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; or willfully performing any act forbidden by law with respect to his or her office; or failing to achieve the faithful, efficient and intelligent administration of his or her duties of office as required by this Contract or by law; or engaging in conduct unbecoming to such office. Removal shall be effective upon receipt of written notice of removal and the reasons therefore by the Board member being removed.

The Chairperson of the Board shall be the Board member as provided in Section 715.72(P)(2)(c) or (e), as applicable, of the Ohio Revised Code. The Board shall elect the following officers (who along with the Chairperson shall constitute the Officers of the Board) from among its members: a Vice Chairperson, and a Treasurer. The Officers (except the Chairperson) shall be elected at the first meeting of the Board and thereafter every year for a one-year term and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board.

Section 9. Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board, provided that the first meeting of the Board shall be within 30 days after this Contract becomes effective, on a date agreed to by the Contracting Parties. The Board shall adopt procedures for holding and conducting regular and special meetings. The Board shall establish a mailing address and shall hold its meetings at the Township Administration Building unless otherwise determined by the Board from time to time.

For the purpose of conducting a Board meeting, the attendance of at least two members shall be required and shall constitute a quorum. The Board shall act through resolutions or motions adopted by the Board and shall maintain minutes reflecting its decisions. A resolution or motion must receive the affirmative vote of at least two members of the Board to be adopted. A resolution or motion adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by Section 715.72 of the Ohio Revised Code.

The Board may adopt policies, procedures, bylaws, or advance directives approved by the Township, which may be administered by the Chairperson acting in conjunction with the Secretary. According to Section 715.72(P)(5), the Board is a public body for the purposes of Section 121.22 of the Ohio Revised Code Sunshine Law and furthermore is subject to Chapter 2744 of the Ohio Revised Code Political Subdivision Tort Liability.

The Chairperson shall preside over and conduct the meetings of the Board in accordance with any procedures adopted by the Board. The Chairperson may call special meetings of the Board upon at least twenty-four (24) hours' notice of such meeting to each member delivered to his or her residence or place of business. Any two members of the Board may also call a special meeting by providing the same notice.

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

The Secretary, upon affirmative resolution of the Board or the request of a fiscal officer of a Contracting Party, may review the Village's (or the Regional Income Tax Agency's ("RITA") or other approved entity that has the authority to collect income tax), income records relating to taxation from the District's territory. The Board upon affirmative resolution of the Board may request an independent review or audit of the tax collection services provided by the Village or RITA or other approved entity, and collection procedures relating to taxation from the District's territory. The cost of the independent review or audit shall be treated as a collection expense.

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

The Board may enter into agreements and may establish funds and accounts in furtherance of Board activities, either of its own, or in conjunction with or through the Contracting Parties. The Board shall establish an appropriations procedure to provide for payment of operating expenses associated with Board activities and operation of the District and the distribution of income tax revenues pursuant to and consistent with this Contract. The Board shall designate those Officers who may sign documents on behalf of the Board in furtherance of a resolution; provided

however, any agreements with third parties shall require the signature of at least two (2) Board members; or in the alternative, a Board member and the Secretary.

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

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purposes of this Contract and the funds appropriated or available for such actions or programs.

This Contract grants the Board the power and authority to adopt a resolution to levy an income tax within the District in accordance with Section 715.72(F)(5)(a) of the Ohio Revised Code and Section 10 hereof.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract. However, the Board does not have the authority to borrow money or to issue notes or bonds, or to assign, pledge, hypothecate, or encumber tax revenue. If the Board's authority is unclear or if the Board desires to expand authority, the Board may request clarification of authority or additional authority from the Contracting Parties. The Board may not incur any obligation, debt or liability exceeding \$250 without first having obtained approval of the Township and the Village.

The Board shall purchase liability insurance protecting the District, its Board or Officers against any liability and/or purchase any necessary bonds to insure any Officer.

In accordance with Section 715.72(T) of the Ohio Revised Code, but only at the request and approval of the Township, the Village may but is not legally required to exercise all of the powers of a municipal corporation, and may perform all of the functions and duties of a municipal corporation, within the District, including but not limited to, those powers, functions and duties set forth elsewhere in this Contract, as well as such others that are determined by the Township to be necessary to carry out the purposes of this Contract, all of which such exercise and performance shall be deemed to be pursuant to and consistent with this Contract.

The Contracting Parties agree that the Township shall have the right, in its sole and absolute discretion, to grant real property tax exemptions, pursuant to Sections 5709.73 et seq. of the Ohio Revised Code (Tax Increment Exemptions), within the District for any purpose permitted by said statutes. Furthermore, the Contracting Parties agree that the Township shall have the right, in its sole and absolute discretion, to grant all other incentive and real property tax exemptions within the District as otherwise permitted under the Ohio Revised Code, including requesting Enterprise Zone exemptions pursuant to Section 5709.63 of the Ohio Revised Code, or Community Reinvestment Area exemptions pursuant to Section 3735.67, be granted by the County. The Village consents to the use of these incentives and exemptions by the Township or the County at the Township's request and agrees that no further consent is required from the Village.

Section 10. Income Tax. The Board, at its first meeting, shall adopt a resolution to levy an income tax in the District at a rate of one percent (1.00%) in accordance with Section 715.72(F)(5) of the Ohio Revised Code. Pursuant to Section 715.72(F)(5) of the Ohio Revised Code this income tax shall be levied upon: A) income earned by persons employed or residing within the District; and B) net profits from business operations within the District. This income tax shall go into effect and collection shall commence within 60 days of the adoption of that resolution.

The levy of income tax is necessary to effectuate the purpose of this Contract and once levied any disruption of the distribution of the tax would prevent the parties from fulfilling their obligations under this Contract and may cause financial hardship. Therefore, once the income tax is levied, the Board of Directors is not authorized to cease the levy of the income tax unless authorized by amendment of this Contract.

The Village, through the Regional Income Tax Agency ("RITA") or other approved entity as appointed in the Village's sole discretion that has the authority to collect income tax, shall provide and be responsible for the administration, collection and enforcement of the JEDD income tax on behalf of the District consistent with the terms of this Contract as set forth below. The Board, at its first meeting, shall adopt a resolution or motion establishing and enacting an income tax consistent with the terms set forth herein.

Pursuant to Section 715.75(F)(5)(c) the Board, at its first meeting, shall enter into a JEDD income tax collection agreement by and between the Board, the Village and RITA, providing for RITA, on behalf of the Village to (i) administer, collect and distribute the income tax adopted by the Board in accordance with this Contract and (ii) act as the fiscal agent of the JEDD and the Board.

(a) the Village's Fiscal Officer shall serve as the Administrator of the income tax derived from the District and shall be responsible for the receipt, safekeeping, accounting, and investment of income tax revenues pending disbursement. All receipts shall be deposited to a separate District account which shall not be mingled with revenue from other sources. Earnings on the District account and investments related thereto shall be added to the account. The Administrator or the Administrator's designee has authority to grant refunds and compromise claims for tax, penalties, and interest. The Administrator or the Administrator's designee has authority to commence legal proceedings pertaining to delinquent tax collection and enforcement, and declaratory judgment regarding disputed interpretation and applicability of the income tax imposed hereunder. The Administrator or the Administrator's designee is authorized to investigate and audit taxpayer returns and to issue subpoenas in furtherance of duties. The Administrator is designated to be an interested party and is authorized to commence and defend legal proceedings in the name of the District in any way pertaining to the income taxation within the District.

(b) The Administrator or the Administrator's designee shall report directly to the Board and Contracting Parties regarding receipt and distribution of income tax revenue including amounts retained in escrow. The Administrator shall furthermore report quarterly regarding District operating income and expenses for the preceding quarter and shall provide short term and long

range projections concerning anticipated income and expenses associated with District operations. If requested the Administrator or the Administrator's designee shall provide monthly reports to the Contracting Parties regarding all revenue generated within the District.

(c) Pursuant to Section 715.72(F)(5)(d) of the Ohio Revised Code, the Board on behalf of the Contracting Parties shall annually set aside the lesser of (i) 0.01% of the annual gross income tax revenues, and (ii) \$2,000 (the "District Retainage"), for long-term maintenance of the District, provided that the District Retainage may be increased upon written consent of both Contracting Parties. Long term maintenance of the District shall mean providing for the administration of the District. Annually the Board shall distribute the remaining income tax revenues to the Contracting Parties based on Distributable Revenue percentages set forth below.

(d) In consideration of its services pertaining to income tax administration and collection, the Village shall receive monthly a service fee equal to the actual expenses incurred in the previous month by the Village in connection with administering, collecting, and enforcing of tax revenues, provided that the Village shall submit to the Board a written report of those actual expenses, if any (the "Service Fee"). The Service Fee may be applied to administrative costs at the Village's discretion, but shall also be applied specifically to costs of collection and litigation including for example, attorney fees, court costs, expert fees, court reporter fees, and so forth. The Administrator shall also place two percent (2%) of the gross income tax revenue (the "Escrow Retainage") into an escrow fund. "Distributable Revenue" shall be annual gross income tax revenue minus the sum of (i) the Service Fee, (ii) the Escrow Retainage, and (iii) the District Retainage. Escrow Retainage may be utilized to pay refunds, and in general to balance accounts. In the event the Escrow Retainage is insufficient for such purposes, the Administrator may invoice the Contracting Parties according to their Distributable Revenue percentage set forth below to satisfy such deficiency. Invoices for Escrow Retainage deficiency are due and payable within thirty (30) days from invoice. Annually, any escrow surplus shall be distributed to the Contracting Parties based on the Distributable Revenue percentages set forth below. Earnings achieved on any Escrow Retainage shall be added to the escrow fund in which the Escrow Retainage is held on deposit.

(e) During the term of the Contract, monthly, on or before the 10th day of each month Distributable Revenue from the prior month shall be paid to the Contracting Parties as follows: 10% to the Village, and 90% to the Township.

(f) The income tax revenues are to be used by the District, the Township and the Village to encourage and support the operations of the District or in the Township or in the Village, including, but not limited to general governmental services, maintaining and improving the infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the Contracting Parties, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and for the Contracting Parties, and generally improving the environment for those working and residing in the District and in the Contracting Parties, and for all other purposes as permitted by law. The revenues of the District income tax shall be used for the purposes of the District and the Contracting Parties pursuant to this Contract. With respect to revenues distributed to the Township, reimbursement

of Township costs incurred to establish the District, and placement of such funds in the Township General Fund and used for all General Fund purposes is consistent with the purposes of the District as set forth under Section 715.72(F)(5)(a) of the Ohio Revised Code and this Contract. The Township intends, but shall not be required under this Contract, to use the income tax revenues to provide infrastructure and necessary services in the area proximate to or otherwise logistically related to the intersection of Ohio State Route 48 and United States Route 22.

(g) The Board, at its first meeting, shall adopt, by resolution, all of the provisions, except as specifically set forth herein, of Village of Maineville Income Tax Ordinance No. 2023-06, as may be subsequently amended, including all rules and regulations promulgated thereunder, as such laws were in effect on the date that the income tax is adopted by the Board (the "Maineville Income Tax Ordinance"), to apply to the District income tax. A copy of the Maineville Income Tax Ordinance is attached hereto as Exhibit B. The Board shall modify the provisions of the Maineville Income Tax Ordinance as set forth on the attached Exhibit B. In the event that the Village amends any provision of the Maineville Income Tax Ordinance after the date that the income tax is adopted by the Board, the Administrator shall provide written notice of such amendment to the Board and Township. The Board shall, with approval in writing of Township's Administrator, within the thirty (30) day period following the Board's receipt of the notice, adopt the amendments to the Maineville Income Tax Ordinance. If the Board adopts or fails to reject the amendment within the thirty (30) day period following its receipt of the notice, the amendment shall automatically be incorporated into the District's income tax law, as long as the Township's Administrator consents in writing. The Board shall adopt all amendments to the income tax rules and regulations that have been issued by the Administrator, to the extent that such rules and regulations are not inconsistent with the District's income tax law then in effect. The income tax levied by the Board pursuant to this Contract and Section 715.72(F)(5) of the Revised Code shall apply in the entire District throughout the term of this Contract, notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation. In the event of conflict between the Maineville Income Tax Ordinance and this Contract, this Contract shall prevail.

(h) Upon request of a Contracting Party, the Board shall provide a report regarding the receipt and distribution of the income tax of the District and the operating income and expenses of the District for the preceding six months, a copy of which shall be provided to both Contracting Parties.

(j) The District territory shall have primacy over residential status relating to the collection of the income tax derived from individual earnings within the District notwithstanding the provisions of the Maineville Income Tax Ordinance which may provide to the contrary.

(k) The income tax adopted by the Board pursuant to this Contract shall automatically terminate without further action of the District Board, the Township, or the Village and this Contract shall terminate in the event that Township incorporates and adopts a general income tax applicable to the entire area of the Township. Such termination shall be effective immediately upon the commencement of a general income tax imposed by the newly incorporated entity.

Section 11. Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The Contracting Party in default shall have 60 days after receiving written notice from another Contracting Party of the event of default to cure that default. If the default is not cured within that time period, a non-defaulting Contracting Party may sue the defaulting Contracting Party for specific performance under this Contract or for actual damages or both. Other than as provided in Sections 6 and 10 hereof, this Contract may not be canceled or terminated because of a default unless the Township and the Village agree to such cancellation or termination.

Section 12. Amendments. In addition to the amendments provided for in Section 5 hereof, this Contract may be amended by the Township and the Village only in a writing approved by the respective legislative authorities of each of the Contracting Parties by appropriate legislation authorizing that amendment. In order for such amendment to be effective, the legislative actions of the Contracting Parties that amend this Contract must occur and be effective within a period of 90 days of each other.

Section 13. Binding Effect; Mandamus. This Contract shall inure to the benefit of and shall be binding upon the District, the Township and the Village and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. All of the obligations and duties of the Board, the Village and the Township under this Contract are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Board, the Village and the Township within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 14. Support of Contract. The Township and the Village agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. In the event that this Contract or any of its terms, conditions or provisions is challenged by any third party or parties in a court of law, the Township and the Village agree to cooperate with one another and to use their best efforts in defending this Contract with the objective of upholding this Contract. The Township and the Village shall each bear their own costs in any such proceeding challenging this Contract or any term, condition or provision thereof, provided that the Board shall reimburse the Township and the Village for such costs to the extent funds of the District are available and appropriated therefore. In the event that District funds are not available and appropriated therefore, the costs of any such proceeding shall be allocated among the Contracting Parties based on the Distributable Revenue percentages set forth above.

Section 15. Signing Other Documents. The Contracting Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign or cause to be signed, in a timely manner, all other necessary instruments and documents, and to take any and all actions, in order to effectuate the purposes of this Contract.

Section 16. Severability. In the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(a) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

(b) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof and will not invalidate any preceding actions of the Board, and

(c) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 17. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State, and in particular Sections 715.72 through 715.81 of the Revised Code. In the event that Sections 715.72 through 715.81 of the Ohio Revised Code are amended or supplemented by the enactment of a new section or sections of the Ohio Revised Code relating to joint economic development districts, the Contracting Parties may agree at the time to follow either the provisions of Sections 715.72 through 715.81 of the Ohio Revised Code existing on the date of this Contract or the provisions of Sections 715.72 through 715.81 of the Ohio Revised Code as amended or supplemented, to the extent permitted by law. Nothing in this Contract shall limit the ability of the District, the Village or the Township to aggregate to acquire preferential rates for telecable, telephone, gas, electric or other utility services.

Section 18. Miscellaneous. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof. When using the phrase "to the extent permitted by law" herein, "law" means statutes of the State as interpreted by the courts of the State or the federal courts.

Section 19. Prohibition against Annexation within the District. In accordance with Section 715.72(R) of the Ohio Revised Code, no proceeding pursuant to Chapter 709 of the Ohio Revised Code that proposes the annexation to, merger of, or consolidation with the Village of any portion of the area comprising the District may be commenced between the effective date of this Contract and the date on which this Contract expires, terminates, or is otherwise rendered unenforceable, without the prior consent and approval of the Township.

Section 20. Prohibition against Annexation within the Township. In accordance with Section 715.72(F)(6) of the Ohio Revised Code, no proceeding pursuant to Chapter 709 of the Ohio Revised Code that proposes the annexation to, merger of, or consolidation with the Village of any unincorporated area within the Township, regardless of whether such area is within the District, may be commenced at any time between the effective date of this Contract and the date this Contract expires, terminates, or is otherwise rendered unenforceable, without the prior consent and approval of the Township, in its sole and absolute discretion. Notwithstanding anything in the foregoing sentence, the Township agrees that the prohibition of annexation of unincorporated area of the Township shall not apply to proposed annexations if the intended and actual future use of the territory to be annexed is not primarily for private commercial, industrial,

or residential uses and the Village certifies to the Township the public, institutional, charitable, or other non-private commercial, industrial, or residential use of the territory prior to any proceeding under Chapter 709 of the Ohio Revised Code.

Section 21. Economic Development Plan. The Contracting Parties approve and ratify the Hamilton Township Economic Development Plan for the District. See Exhibit C attached.

Section 22. Additional Notice. In accordance with Section 715.72(I)(2) of the Ohio Revised Code the Contracting Parties agree to send written at least thirty (30) days before the first public hearing is to be held by one or more legislative authorities on a proposed district, to each non-contracting municipal corporation that is located within one-half of one mile of the proposed district or that is identified in a water or sewer service plan or agreement as a future provider of water or sewer services to all or part of the proposed district.

Section 23. Public Utility Exhibits. In accordance with Section 715.72(F)(8) of the Ohio Revised Code the below items are included in this agreement:

- (a) A preliminary estimate of the costs of providing public utility services, facilities, and improvements to the district, prepared by a professional engineer (see Exhibit D attached);
- (b) An analysis of the anticipated sources for funding the costs of the public utilities infrastructure needed to serve the district and a projection of when such funds will be available and when such costs are likely to be incurred (see Exhibit E attached);
- (c) Evidence or estimates indicating that the construction of the public utility infrastructure needed to serve at least some portion of the district will be completed within five years after the creation of the district (see Exhibit F attached).

IN WITNESS WHEREOF, the Township and the Village have caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

TOWNSHIP OF HAMILTON

By: _____
Township Administrator

VILLAGE OF MAINEVILLE

By: _____
Village Mayor

Approved as to Form By:

Village Solicitor

FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the Village of Maineville (the "Village") under the foregoing Joint Economic Development District Contract, hereby certifies that the moneys required to meet the obligations of the Village during the year 2024 under the Contract have been lawfully appropriated by the Village for such purposes and are in the treasury of the Village or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705:44.

Dated: _____, 2024

Fiscal Officer, Village of Maineville

EXHIBIT A
TERRITORIAL BOUNDARIES OF DISTRICT
[INCLUDING ZONING DISTRICTS]

(See Attached Map)

List of Warren County parcel identification numbers of parcels located within the District and included in the attached map outlined in blue:

1325400007	1611200022	1735200040
1605251038	1611300023	1605277021
1605277018	1724200025	
1605277019	1605277020	
1611200001	1603179004	

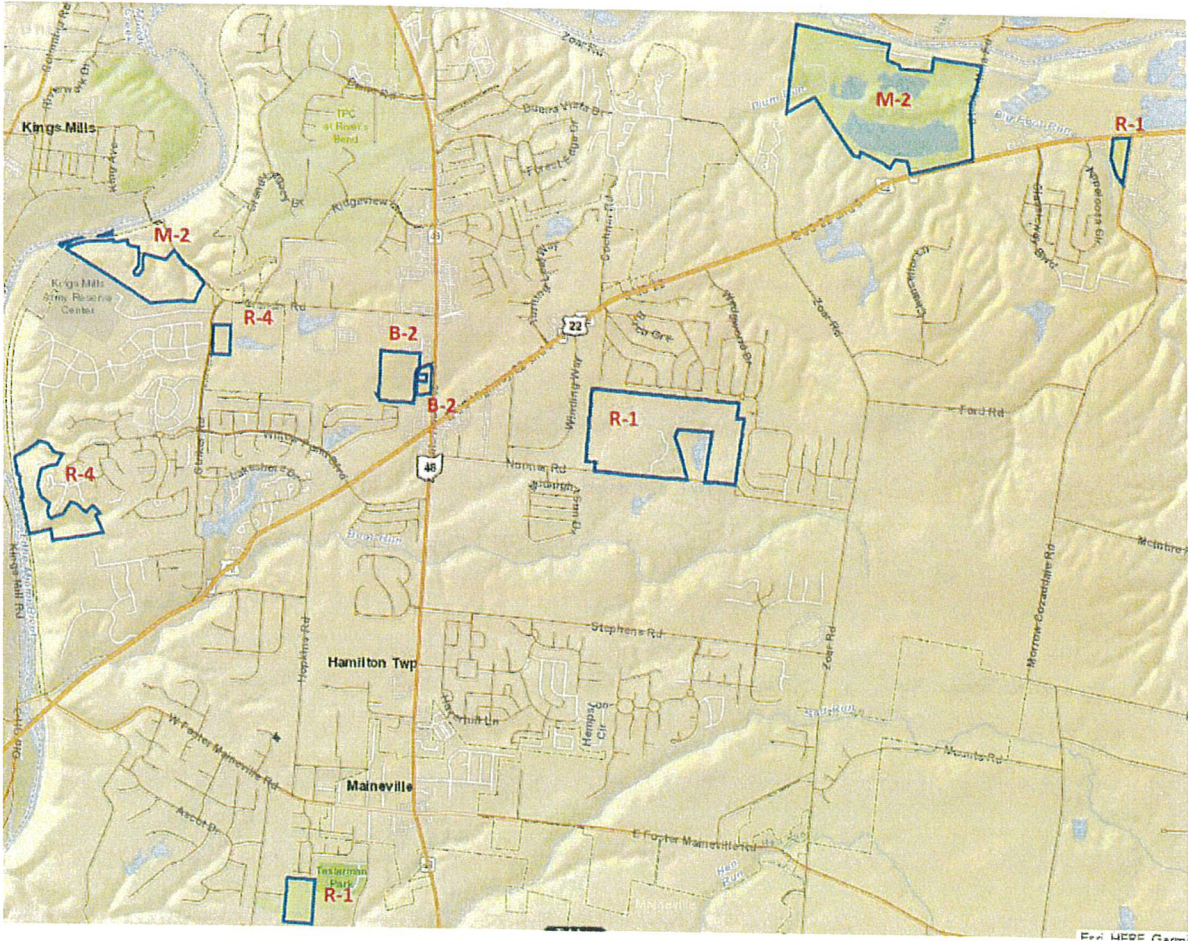


EXHIBIT B
MAINEVILLE INCOME TAX ORDINANCE

[See Attached]

EXHIBIT C

ECONOMIC DEVELOPMENT PLAN

The purpose of this plan, established pursuant to Ohio Revised Code Section (“**R.C.**”) 715.72(F)(3), is to set forth the economic development objectives of the Hamilton - Maineville Joint Economic Development District (the “**JEDD**”). This plan serves as a framework for the JEDD’s efforts to guide income growth, attract employers, retain and grow the economic base, and improve public infrastructure in Hamilton Township (the “**Township**”) and the Village of Maineville (the “**City**”) as well as throughout the region as a whole.

The JEDD is comprised of unincorporated developable land located in Hamilton Township, Situated along SR 48, and US 22 the JEDD is north of the Village of Maineville. The Township will provide police, fire, and emergency medical protection services. JEDD Income Tax collection services will be provided by the Village.

The JEDD is a collaborative approach between the Township and the Village to support planned commercial and industrial growth in the Township.

Goals

The JEDD represents a regional approach to economic development in Warren County, thereby improving the economic welfare of the residents of the Township, the Village, and the State of Ohio. The JEDD will foster and support business growth, particularly growth that is anticipated to occur on developable land within the Township’s JEDD boundaries.

EXHIBIT D

Engineer's Estimate of Costs

IV	STORM SEWER				
	12" STM (ADS HP)	LF			
	36" STM (ADS HP)	LF			
	Warren Co. CB Type 1A (double grate)	EA			
	ODOT CB 3-MH (double grate)	EA			
	Full Height S&F HW (36")	EA			
					\$113,044.80
	Retention Pond #1 - Alterations				
	Stmwtr Mgmt Outlet Structure Pond #1 (including Modification to Structure Window & Orifice; Modify Concrete Spillway (1 CY Concrete Masonry) Seeding & Mulching	LS			
	Excavation including Embankment	CY			\$87,105.00
	Haul Spoils	CY			\$276,399.80
	Skimmer	EA			
	Sawcut, Pvmt Remove & Replace Full Depth for 18" Stm Outlet	SY			
	18" STM (ADS HP) Kids R Kids	LF			\$50,494.40
	STM MH	EA			
	LP S&F HW (18")	EA			
					\$413,999.20
	Retention Pond #2 - Alterations				
	Stmwtr Mgmt Outlet Structure Pond #2 (including Modification to Window & Orifice)	LS			
	Excavation including Embankment	CY			\$26,400.00
30" STM (RCP)	LF				
Full Height S&F HW (30")	EA				
Rock Channel Protection - Type C w/ Fabric	CY				
Skimmer	EA				
				\$26,400.00	
			SUBTOTAL	\$440,399.20	
V	WATER MAIN				
	8" DIP CL 52 (Including 8" Valves, Fire Hydrants Complete and Appurtenances, Per Plan)	LS	1	\$88,332.50	\$88,332.50
VI	TRAFFIC CONTROL				
	Maintenance of Traffic	LS			
	Item 644 - 8" Channelizing Line	LF			
	Item 644 - 6" Channelizing Line, White, Solid	LF			
	Item 644 - 6" Centerline, Yellow, Solid Double	LF			
	Item 644 - 24" Stop Line	LF			
	Item 644 - 24" Crosswalk Line	LF			
	Item 644 - 24" Transverse Line	LF			
	Item 644 - 24" Chevron Line	LF			
	Item 644 - Word "Only" on Pavement	EA			
	Item 644 - Pavement Arrow	EA			
	Markings Removal	LS			
				SUBTOTAL	\$32,265.32

VII	EROSION CONTROL				
	Construction Entrance	EA	1		
	Concrete Washout Area	LS	1		
	Silt Fence (Mulch Berms)	LF	2,800		
	Inlet Protection	EA	7		
	Seed and Mulch (as directed)	AC	2.5		
				SUBTOTAL	\$40,608.50
VIII	ELECTRIC, TELEPHONE, GAS & CATV				
	<i>Crossover Conduits, 4 - 4" (assumed - no dwgs)</i>	LF	200		
	<i>Additional 4" in trench (assumed - no dwgs)</i>	LF	200		
	<i>Additional 6" in trench (assumed - no dwgs)</i>	LF	200		
				SUBTOTAL	\$0.00
IX	INSPECTION FEES				
	Compaction Testing	LS	1		
	Inspection	LS	1		
	NPDES SWPPP Inspections & Maintenance	LS	1		
				SUBTOTAL	\$13,000.00
X	OTHER				
	Mobilization	LS	1		
	Warren County W&S Fees	EA	2		\$1,974.52
	Alt & Witzig Test Pits	EA	1		\$2,750.00
	Alt & Witzig Testing	EA	1		\$8,000.00
	Street Lights (Road A & Towne Center Blvd)	EA	16		\$80,000.00
	Street Light Conduits	LS	1		\$90,150.00
	Removal of Abandoned 8" Sanitary Sewer & MH's and backfill w/ Structural Fill as directed on Lots 1 & 2	LS	1		\$54,493.00
	Adjust Fire Hydrant to Grade	EA	2		
	Valve Box Adjusted to Grade	EA	3		
	Adjust Strm MH to Grade	EA	4		
	Trees to Supplement Existing at SW Corner Road A	EA	5		
	Project Manager Fee	LS	1		\$32,000.38
	Storm Outlet Easement	EA	1		
	Engineering	LS	1		\$83,500.00
	Survey - R/W Dedication Plat	LS	1		\$6,400.00
	Construction Layout Stakes	LS	1		\$23,500.00
	As-Built Surveys (Ponds & Outlet Structures)	LS	1		\$7,500.00
	TV Storm of As-built Condition	LS	1		\$4,500.00
				SUBTOTAL	\$394,767.90
				TOTAL	\$1,844,025.00
				Contengency	\$55,000.00
				GRAND TOTAL	\$1,899,025.00
NOTE: QUANTITIES ARE BASED ON PLANS BY EVANS CIVILPRO ENGINEERS DATED 5/22/2023					

EXHIBIT E

Anticipated Sources and Uses of Funds

SOURCES AND USES OF FUNDS

Warren County Port Authority
 Special Obligation Development Revenue Bonds
 Ohio Communities Accelerator Fund | Hamilton Township (Walmart Site)
 OCAF Bond Fund Rating: BBB- (S&P)
 As of September 1, 2023
 * Preliminary and Subject to Change *

Dated Date 10/12/2023
 Delivery Date 10/12/2023

Sources:	Taxable Bonds	Tax Exempt Bonds	Total
Bond Proceeds:			
Par Amount	835,000.00	2,255,000.00	3,090,000.00
	<u>835,000.00</u>	<u>2,255,000.00</u>	<u>3,090,000.00</u>
<hr/>			
Uses:	Taxable Bonds	Tax Exempt Bonds	Total
Project Fund Deposits:			
Project Fund	500,000.00	1,400,000.00	1,900,000.00
Other Fund Deposits:			
Debt Service Reserve Fund	83,500.00	225,500.00	309,000.00
Capitalized Interest Fund	149,325.84	369,663.40	518,989.24
Capitalized Expenses	19,082.58	41,330.82	60,413.40
	<u>251,908.42</u>	<u>636,494.22</u>	<u>888,402.64</u>
Delivery Date Expenses:			
Cost of Issuance	58,625.67	158,324.33	216,950.00
Underwriter's Discount	21,564.08	58,235.92	79,800.00
	<u>80,189.75</u>	<u>216,560.25</u>	<u>296,750.00</u>
Other Uses of Funds:			
Additional Proceeds	2,901.83	1,945.53	4,847.36
	<u>835,000.00</u>	<u>2,255,000.00</u>	<u>3,090,000.00</u>

EXHIBIT F

Estimated Construction Completion Date

The Public infrastructure improvements to Towne Center Boulevard, improvement of "Road A," storm water sewer improvements, retention ponds, and water main improvements support the District, and are estimated to be completed by December 31, 2024.



Administrator - 6/18/24 Trustee Meeting

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

The Warren County Health District (WCHD) is going to have a mobile health van visiting public buildings beginning in September and is looking for community partners to host the mobile health unit on a monthly basis. The WCHD is hoping to increase access to healthcare for individuals in our community. The van will offer physicals, acute care visits with a nurse practitioner, sports physicals, immunizations and some testing. These services are offered to those without insurance as well as those with private insurance and Medicaid. A sliding fee scale by income is offered to those without insurance.

The WCHD is proposing to have the mobile health van at our Administration building the third Wednesday of each month between 8:00 am and noon. The only responsibilities that the Township would need to provide is lighting, snow and ice removal for the space and to advertise the health van's visits on our web and social media pages.

This would provide preventive health care and accessibility to our residents at no cost to the Township.

Motion to authorize the Township Administrator to enter into a Warren County Health District Mobile Health Unit Services Agreement.



Public Health
Prevent. Promote. Protect.

WARREN COUNTY HEALTH DISTRICT

416 South East Street – Lebanon, Ohio 45036

Duane Stansbury, REHS, MPH
HEALTH COMMISSIONER

Clint Koenig MD, MSPH
MEDICAL DIRECTOR

Warren County Health District Mobile Health Unit Services Agreement

This agreement is made and effective on the last date signed below between the Warren County Health District [hereinafter “WCHD”], whose business address is 416 S. East Street, Lebanon, Ohio 45036, and _____ [hereinafter “Partner Agency”] whose business address is _____ for the purposes of granting permission to WCHD to provide mobile health unit services on Partner Agency’s real property.

Whereas, WCHD operates a mobile health unit to provide health care related services throughout the community; and,

Whereas, Partner Agency desires to have the WCHD mobile health unit on its real property to provide such services to the general public, its employees, guests, and/or members.

Now therefore, the parties agree as follows:

Duties of WCHD

WCHD may provide any of the following services with its mobile health unit:

1. Access to either a licensed nurse practitioner or physician for evaluation and treatment of various acute and common health conditions.
2. Access to a registered nurse for education, immunizations, or other appropriate therapies.
3. Access to a registered dietician for nutrition education.
4. Access to a health educator for general health education.
5. WCHD shall not charge or invoice Partner Agency for providing these services, the parties agree this agreement is of mutual benefit to both parties.
6. WCHD may bill patients’ health insurance providers where appropriate for services rendered within the mobile health unit.

Duties of Partner Agency

1. Partner Agency hereby grants permission to WCHD for use of parking lot space designated by Partner Agency to provide mobile health unit services on the specific date and time, as follows:

2. Partner Agency shall designate a parking area of at least 30 feet by 15 feet to be used by the WCHD mobile health unit.
3. Partner Agency is responsible for reasonably safe access to the mobile health unit, including but not limited to lighting, and snow and ice removal.
4. Partner Agency shall make reasonable efforts to advertise the mobile health unit’s services and scheduled presence to its employees, guests, and/or members.

- Partner Agency shall not be responsible to compensate WCHD in any way for this service, as this is a service that WCHD desires to provide to the public at large, and this agreement is of mutual benefit to both parties.

General Terms and Conditions

- Liability. Each party to this Agreement agrees to be liable for the negligent acts or negligent omissions, intentional or wrongful acts or omissions, by or through itself, its employees, and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent, intentional, or wrongful acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
- Termination. Either party may terminate this Agreement for convenience by providing written notice to the other party. WCHD shall have the discretion to cancel services by providing written notice to Partner Agency as soon as reasonably possible and will make reasonable attempts to reschedule as soon as possible.
- Term. This Agreement shall be effective the date last signed below and shall remain in effect for one year after the effective date unless terminated as provided herein.
- Relationship of the Parties. The parties shall be independent contractors to each other in connection with the performance of their respective duties under this Agreement.
- Non-Discrimination. Both parties shall act in a nondiscriminatory manner both as an employer and as a service provider and shall not discriminate regarding race, color, national origin, religion, age, sex, or handicap.
- Insurance. Partner Agency shall carry comprehensive general liability insurance or professional liability insurance with no interruption of coverage during the entire term of this Agreement in an amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Partner Agency shall carry statutory workers' compensation insurance and statutory employer's liability insurance as required by law.
- Amendment. No amendment to this Agreement shall be effective unless made by a written instrument executed by both parties.
- Authority. Each party has the power and authority to enter and perform this Agreement, and the person signing this Agreement has been properly authorized and empowered to enter into this Agreement.

In Execution Whereof, the parties hereto hereby execute this Agreement by their duly authorized representatives on the dates shown below,

Warren County Health District,

Partner Agency,

Authorized Signatory

Authorized Signatory

Printed Name

Printed Name

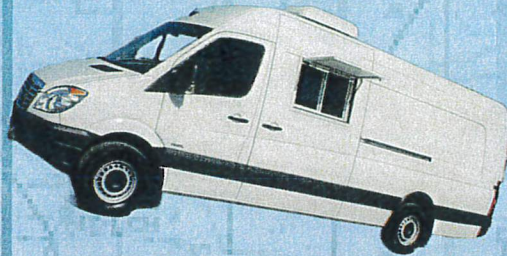
Date

Date

**Warren County
Health District**



Public Health
Prevent. Promote. Protect.



COMING SOON
(September 2024)...

Warren County Health District's "WCHD Mobile Health" Van

Services Included:

- | | |
|---|---|
| Acute Care Visits | TB Skin Test |
| Maintenance Visits (hypertension, diabetes and other chronic illnesses) | Physical Exams (Routine physicals, well child check ups, sports physicals, work physicals, pre-operative and Head Start physical exams) |
| Urinalysis | Development Screening |
| Immunizations | Lead testing and counseling |
| Hemoglobin Testing | |
| Referrals to appropriate agencies (if ordered by provider) | |

Interested in learning more about WCHD Mobile Health?



jproffitt@wcchd.com



513-695-1563



warrenchd.com



Administrator - 6/18/24 Trustee Meeting

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

Recognizing that we are in significant need of a replacement Public Works Facility, the 2024 Budget contains \$300,000 in the Road and Bridge Fund for due diligence and design work to plan the new facility. While we believe that the Township-owned land in between Station 76 and the Administration/PD building makes the most sense, we have some due diligence to complete before we can start the architectural plans for the building.

MSP is an engineering, surveying, architectural and planning company located in the region that has worked successfully with me on building design and remodel projects in my three prior communities. MSP has also been the designer on similar public works projects for the City of Milford, City of Lebanon, Village of Evendale, and the Hamilton City School District. They also worked previously on designing a building for the Warren County Park District using a process called Construction Manager at Risk. This method of awarding the construction contract for a project is now more common than the traditional general contractor competitive bidding process. Local governments and school districts now prefer the Construction Manager at Risk process as it reduces the amounts of costly change orders and provides a more predictable process and expenses.

The Concept Design Study proposed by MSP includes three services for the initial due diligence process. They include a Program of Requirements to meet with us to verify physical components, schedule and budget. A Concept Design Phase to develop a site layout plan, floor and roof plans, building elevations, structural and MEP concepts and 3D color renderings. The third item it includes is an opinion of probable costs from contractors and trades and then revising it based on our comments.

After those phases are completed and the concept plans brought back to the Board and more information is available, the next step would be to enter into a future agreement for the full-blown design plans that would be necessary to procure a construction manager.

Motion to authorize the Township Administrator to enter into an agreement with McGill Smith Punshon, Inc. for the Public Works Facility Concept Design Study in an amount not to exceed \$16,000.

PROFESSIONAL SERVICES WORK ORDER

Hamilton Township
7780 South State route 48
Hamilton Township, Ohio 45039

Public Works Facility Concept Design Study

MSP Project No. 24486.00

THIS AGREEMENT made this 11th day of June, 2024 by and between McGill Smith Punshon, Inc., 3700 Park 42 Dr. Suite 190B, Cincinnati, Ohio 45241-2097 (MSP) and Hamilton Township, 7780 South St. Rt. 48, Hamilton Township 45039 (CLIENT) as follows:

1. PROJECT DESCRIPTION

- 1.1. Hamilton Township is planning the construction of a new Public Works Facility to meet the needs of their growing community. The property is between the existing Administration/Police Station and the Fire Station along South St. Rt. 48 in Hamilton Township. They are wanting a 'Due Diligence' study prepared to determine the appropriate size building, configurations of the interior layout and a Site Plan that show how the building will fit on the site as well as parking, access and security. They are also asking for an Opinion of Probable Construction Cost so they can understand the funding necessary for the project.

2. SCOPE OF SERVICES

2.1. Program of Requirements:

- 2.1.1. MSP shall meet with the Client to gather information about the project that will include verification of the physical components of the proposed facility, project schedule and project budget. MSP shall prepare written report of the Program of Requirements (P.O.R.) and present to the Client for their review and comment. If needed, MSP shall make appropriate adjustments and present to the Client for review and approval.

2.2. Concept Design Phase:

- 2.2.1. **Concept Design:** From the Client approved POR and available site data (Survey data provided by the Client or GIS data) MSP shall prepare Concept Design documents that will include the following:

- Site Layout Plan
- Floor Plans/Roof Plan
- Building Elevations and Building Sections
- Structural and MEP Narratives
- 3D Color Renderings.

- 2.2.2. **Opinion of Probable Construction Costs:** Based upon the Concept Design documents, MSP shall prepare an Opinion of Probable Construction Costs for the proposed project.
- 2.2.3. MSP shall meet with the Client to review the Concept Design Documents and from Client's comments, MSP shall make appropriate adjustments and submit adjusted Concept Design Documents to the Client for review and approval.
- 2.3. **Optional Services:** (only as authorized by the Client)
 - 2.3.1. **3D Animation:** If requested by the Client, MSP can provide a 3D Animation of the final Concept Design that can be used to illustrate the project to appropriate stakeholders.
 - 2.3.2. **Boundary and Topography Survey:** If no Survey data for the site is available that will clearly show the existing conditions, MSP can provide surveying services for the site to establish boundary and topographic data.

3. COMPENSATION

- 3.1. MSP shall invoice CLIENT monthly for the amounts due for professional services rendered and expenses incurred. CLIENT 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 CLIENT 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 reimbursable 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 CLIENT.
- 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 CLIENT of both scope and fee.
- 3.5. For services described herein, compensation shall be as follows:

Program of Requirements:	\$ 1,500.00
Concept Design	\$ 10,000.00
<u>Opinion of Probable Construction Costs</u>	<u>\$ 4,500.00</u>
Total Fee	\$ 16,000.00
Reimbursable Expenses (Allowance)	\$ 500.00
<u>Optional Services:</u>	
3D Animation	\$3,500.00 to \$ 4,000.00
Boundary and Topography Survey	\$6,500.00 to \$ 8,500.00

4. **CLIENT'S RESPONSIBILITIES**

- 4.1. Provide information on the Site as is available.

5. **ESTIMATED SERVICE SCHEDULE**

- 5.1. It is anticipated that the Programming and Concept Design Phase will take approximately 6 weeks to complete. If a Boundary and Topography survey the property is needed, we would need to add three to four weeks.

6. **EXCLUSIONS**

- 6.1. Geotechnical or Environmental Engineering Services.

7. **GENERAL TERMS AND CONDITIONS:**

- 7.1. **BINDING AND ASSIGNMENT:** The CLIENT 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 CLIENT 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 CLIENT as a result of such suspension/termination. Retainers shall be credited on the final invoice. CLIENT 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 CLIENT 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. **INDEMNIFICATIONS:** MSP agrees, subject to Risk Allocation below, to indemnify CLIENT for damages arising from its own negligent acts, errors or omissions.
- 7.7. **RISK ALLOCATION:** In recognition of the relative risks and benefits of the Project to both CLIENT and MSP, CLIENT agrees, to the fullest extent permitted by law, to limit MSP's total liability to CLIENT or anyone making claims through CLIENT, 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 \$50,000.00 or the amount of MSP's fee, whichever is greater.
- 7.8. **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, CLIENT shall pay MSP for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- 7.9. **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 CLIENT for any other purpose without written consent of MSP. Any such use or reuse shall be at the sole risk of CLIENT 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.
- 7.10. **DEFECTS IN SERVICE:** CLIENT shall promptly report to MSP any defects or suspected defects in MSP's services. CLIENT further agrees to impose a similar notification requirement on all contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by CLIENT and CLIENT'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.
- 7.11. **DISPUTE RESOLUTION:** Any claim or dispute between CLIENT 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 CLIENT. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT 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. CLIENT 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 CLIENT'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.

CLIENT

By: Randal G. Merrill, AIA

By: Jeff Wright

Title: Executive Vice President

Title: Administrator

Date: June 11, 2024

Date: _____



Hourly Rate Schedule

Principal	\$200-\$300.00/hour
Project Manager.....	\$100-\$230.00/hour
Registered Engineer	\$125-\$300.00/hour
Registered Architect.....	\$125-\$300.00/hour
Registered Landscape Architect/Planner	\$115-\$300.00/hour
Professional Surveyor.....	\$125-\$300.00/hour
Interior Designer.....	\$125-\$250.00/hour
Designer/Job Captain	\$100-\$200/hour
CADD Operator/Technician	\$65-\$150.00/hour

Surveying (Monday through Friday) 8 Hours*

2 Man Crew.....	\$220.00/hour
1 Man Crew	\$130.00/hour

*A minimum 2 hours will be charged per trip (Monday through Friday)

*A minimum of 4 hours will be charged per trip (Saturday and Sunday)

Travel \$0.74/mile

Sub-consultants will be invoiced at 1.2 times MSP cost.

Reimbursable expenses such as postage, plots, prints, fees paid, travel expenses, long distance phone calls, e-mail, disk transfers and deliveries will be invoiced at 1.1 times MSP cost.

All invoices are due and payable upon receipt. Interest will be charged after 30 days at one and one quarter percent (1-1/4%) per month.

Effective Date: January 1, 2024



Proposed Site area
7780 South St. Rt., 48
Hamilton Township, Ohio 45039

Hamilton Township – Public Works Facility Concept Design Study

Creating Your Vision



MSP
DESIGN
McGill Smith Punshon

Architecture | Civil Engineering | Interior Design | Landscape Architecture | Planning | Surveying

mspdesign.com | Established 1856

Design Services

MSP's commitment to quality has been the cornerstone of our past and is the foundation for our future. Our holistic approach of collaboration between design disciplines and our commitment to communication has served our clients well since 1856 and has given us an impressive level of success.

Our Mission

Our mission is to provide high quality design services for our clients and an environment of professional growth and development for our employees thereby contributing to the success and improving the quality of life for our stakeholders.

What We Do

- Ar Architecture
- En Civil Engineering
- Id Interior Design
- La Landscape Architecture
- Pl Planning
- Su Surveying

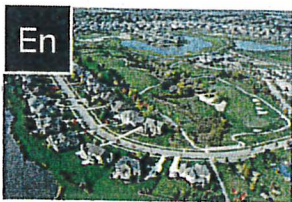
What We Do



Architecture



Landscape
Architecture



Civil
Engineering



Planning



Interior Design



Surveying

Markets

Civic & Municipal
Corporate & Commercial
Education
Healthcare
Housing
Industrial

Infrastructure
Land Development
Planning & Urban Design
Parks & Recreation
Retail & Hospitality
Social Services/nonprofit



Architecture

Ar

Our Architecture department offers total facility design services that include a menu of options that allow our clients to make informed decisions to move their projects forward.

Our work ranges from new large multi-use facilities to renovations and additions that serve our clients needs. We are proud of the multiple long term client relationships that we believe are a result of being good stewards of our client's resources while providing creative designs that are also practical, budget sensitive solutions.



Services

- | | |
|------------------------------------|--|
| Architectural Design | Architectural Illustrations |
| Adaptive Re-use | Sustainability Design |
| Evaluations and Design | Facility Planning |
| Budgeting & Scheduling | Owner/User Surveys |
| Capital Improvement Analysis | Program of Requirements |
| Community & Stakeholder Engagement | Documentation |
| Conceptual Design Studies | Space Utilization & BOMA Analysis |
| Construction Administration | Value Management Solutions |
| Existing Building Assessments | Zoning, Building Code, and ADA Assessments |
| Facility Due Diligence Studies | |

Butler Tech Natural Science Center, Monroe, Ohio



Mercy Health Maineville Urgent Care, Maineville, Ohio



General Electric Credit Union, Lebanon, Ohio



Contact

Randal G. Merrill, AIA, LEED AP
 Executive Vice President
 McGill Smith Punshon, Inc.
 513.759.3237
 rmerrill@mspdesign.com

What We Do

- | | |
|----|------------------------|
| Ar | Architecture |
| En | Civil Engineering |
| Id | Interior Design |
| La | Landscape Architecture |
| Pl | Planning |
| Su | Surveying |

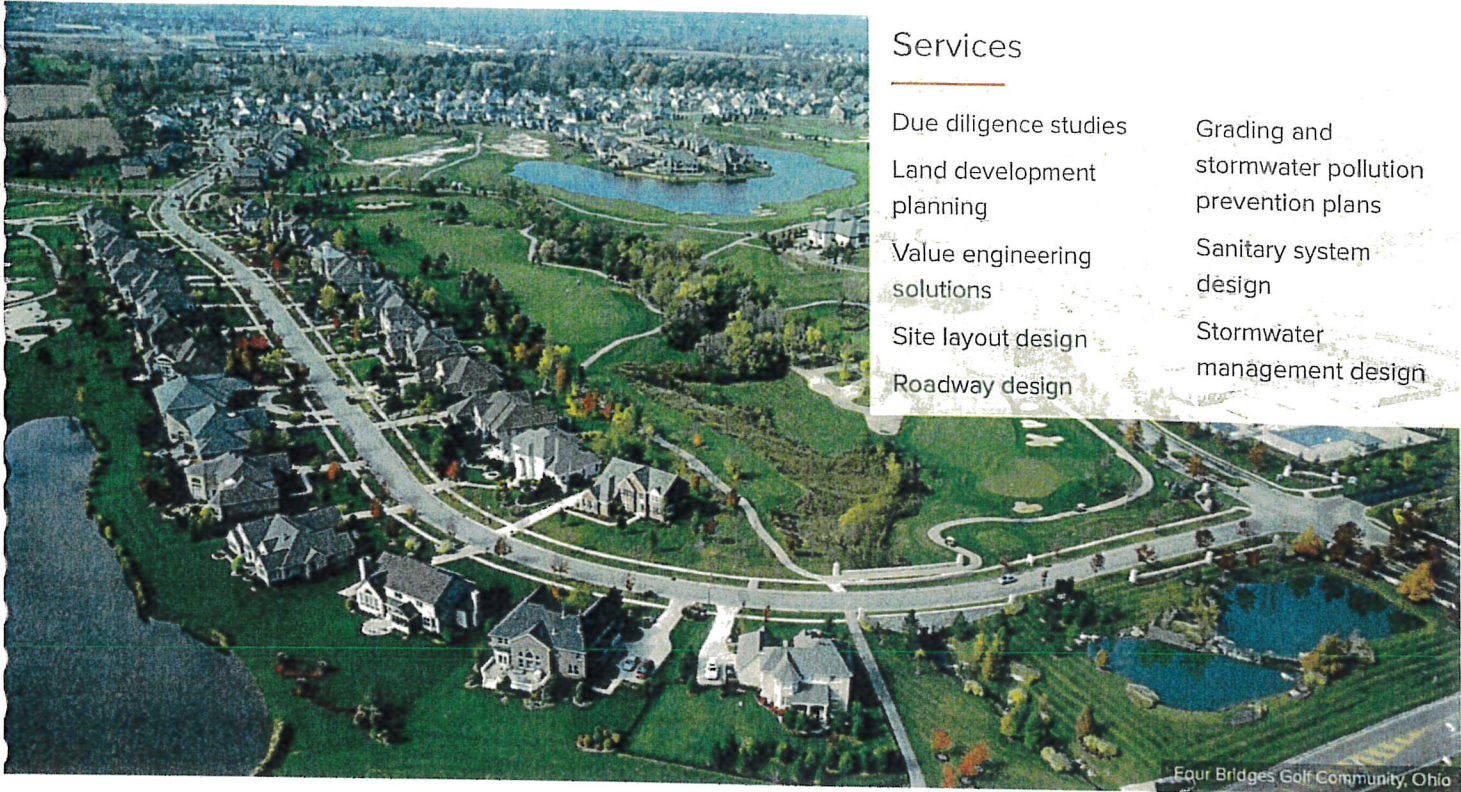
Civil Engineering

En

Our knowledge of site civil engineering and land planning in Cincinnati goes back more than 165 years, when we began as the Earnshaw & Punshon Engineering Company. We can look back in our files and find original city planning documents for many of the oldest communities in the region. You can't put a price on that kind of experience, but it does make for an excellent reputation.

That reputation – and our creative engineering solutions – is why we count the most prestigious land developers and builders in the areas of single-family detached/attached, multi-family housing, retail, commercial, office, and industrial markets as our clients. It's also why we've worked on nearly half of the HBA of Greater Cincinnati HOMERAMA® projects.

We put our decades of experience to work on every project, no matter the size. In fact, many clients have found that, had they come to us first, not only would they have saved money, but they also could have maximized their investment from the outset. Our depth of experience is just one reason you can feel confident about your project.



Services

- Due diligence studies
- Land development planning
- Value engineering solutions
- Site layout design
- Roadway design
- Grading and stormwater pollution prevention plans
- Sanitary system design
- Stormwater management design

Four Bridges Golf Community, Ohio

Palmera Apartments, Deerfield Township, Ohio



Mercy Health Kingsmill, Kingsmill, Ohio



What We Do

- Ar Architecture
- En Civil Engineering
- Id Interior Design
- La Landscape Architecture
- Pl Planning
- Su Surveying

Contact

Richard Arnold, LEED AP
 Executive Vice President
 McGill Smith Punshon, Inc.
 513.759.3247
 harnold@mspdesign.com

Interior Design

Id

MSP is dedicated to going above and beyond in our approach to interior design by consistently meeting and exceeding our clients' expectations through interactive analysis and listening to client needs, effective planning with a focus on balancing form, function, budget, schedule, and aesthetics, and creative design through thoughtful selection of materials, graphics, lighting, furnishings, and architectural components.



Milford Municipal Service Facility Building

Milford, Ohio

Design Challenge: City of Milford needed an addition to serve as a home for their service department and their equipment, the existing structure was unusable for storage and facility materials. There was a need for the building to appeal to the surrounding neighborhood.

Design Outcome: The headquarters included four offices, an open work area, break room/training room, and men's and women's rest rooms. The maintenance facility included 13 service vehicle storage spaces, two maintenance bays, a wash bay, paint and sign storage, oil storage, and a 1,094 SF mezzanine. The building was placed in Garfield Park and the overall park area was reconfigured to accommodate vehicular and pedestrian traffic as well as relocating major park elements to allow for an improved park environment.

Provided Services

- Ar** Architecture
- En** Engineering

Project Size

Maintenance Facility	13,600 SF
Mezzanine	1,094 SF
Office Headquarters	2,960 SF

Project Cost

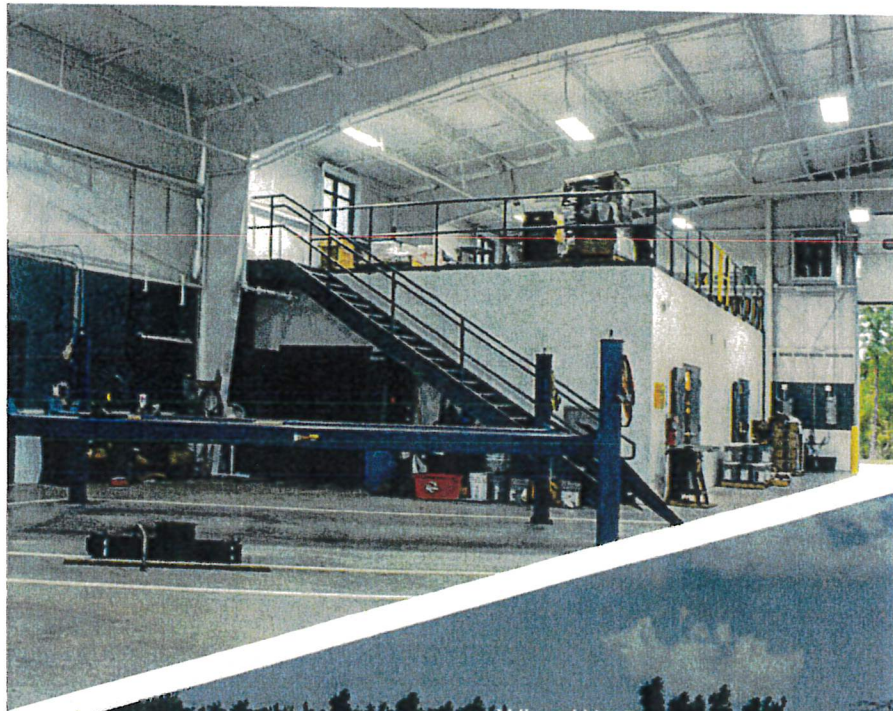
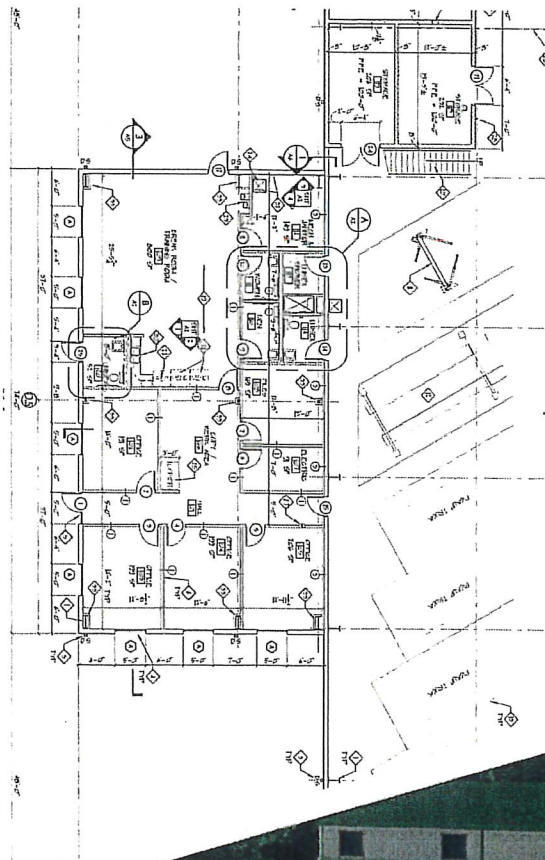
\$2.2 million

Completion Date

2018

Reference

Michael Doss, City Manager
City of Milford
513.831.4192
mdoss@milfordohio.org



What We Do

- Ar Architecture
- En Engineering
- Id Interior Design
- La Landscape Architecture
- PI Planning
- Su Surveying





Lebanon Municipal Service Facility

Lebanon, Ohio

Design Challenge: The City of Lebanon Municipal Service Facility Building was a design build project with Conger Construction. MSP provided the architectural design for the project. The site had a 10-ft drop which made the interiors difficult to navigate.

Design Solution: MSP took the initial concept and provided an alternate design which provided more space, a better flow, and was within their initial budget. With the alternate design MSP was able to provide four additional parking spaces for trucks, more square footage, and an effective and efficient building design. The final design provided the city more space, and better functionality while bringing the project under their anticipated budget.

Provided Services

Ar Architecture

Project Size

Overall Building	37,086 SF
Office Area	4,761 SF
Vehicle Storage	24,341 SF
Fleet Maintenance	4,536 SF
Mezzanines	3,448 SF
Site	4,536 SF

Project Cost

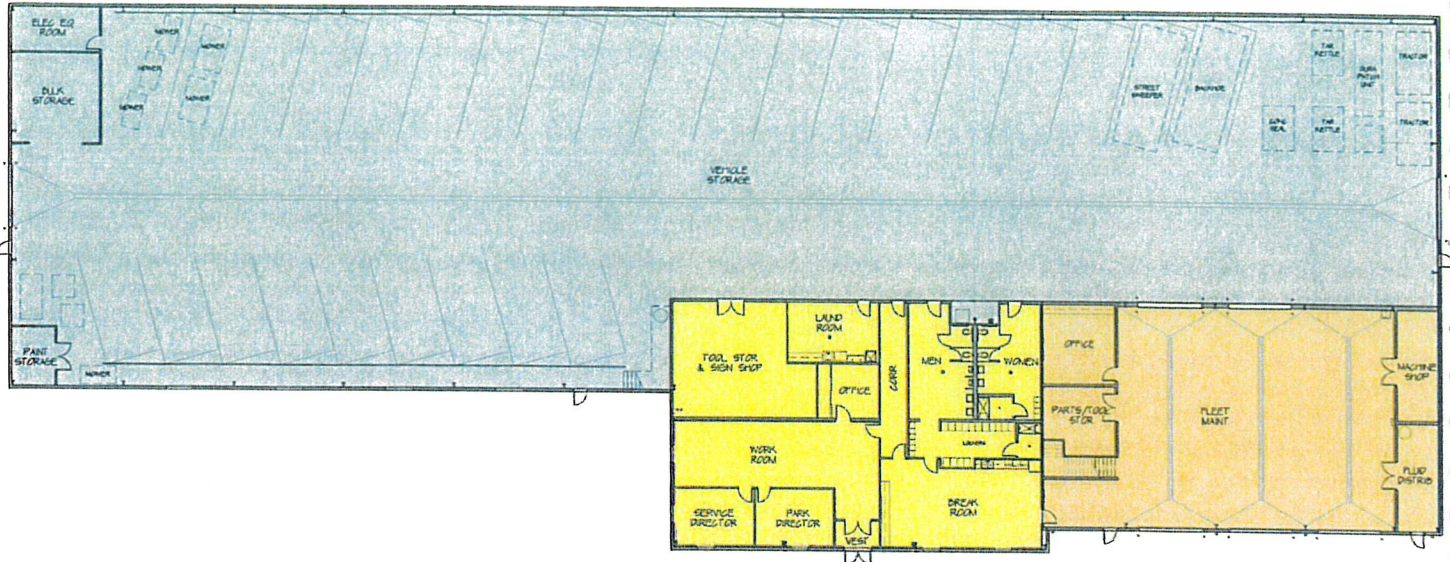
\$3.7 million

Completion Date

2015

Reference

Scott Brunka, *City Manager*
 City of Lebanon
 513.932.3060
 sbrunka@lebanonohio.gov



What We Do

- Ar Architecture
- En Engineering
- Id Interior Design
- La Landscape Architecture
- Pl Planning
- Su Surveying



Evendale Maintenance Facility

Village of Evendale, Ohio

Design Challenge: Evendale chose MSP to do conceptual design for a new building and site for budgeting purposes. Their existing 14,000 SF building was over 30 years old, and the city had outgrown this building years ago with the consolidation of several departments into this location. Much of their equipment and vehicles were stored outside and maintenance of these items was ongoing and costly. Employee and visitor parking was limited and very congested.

Design Solution: MSP did programming, space planning and site planning to develop a new 17,000 SF facility that would serve the city's needs on the existing site. When Duke Energy's plans for the proposed high-pressure gas line were shared with the city, gas line setback restrictions forced MSP to move to a different site and develop plans for the adjacent city-owned property to the north. The adjacent property backed into a hillside and was abutted to an existing soccer field and maintenance building. This challenged MSP to rework the building and site design and we were able to provide a 19,000 SF building that better served the needs of the city.

Provided Services

PI Planning

Project Team

Randy Merrill, AIA, LEED AP
Vice President, Architecture
Craig Whittaker, CDT
Project Manager

Project Size

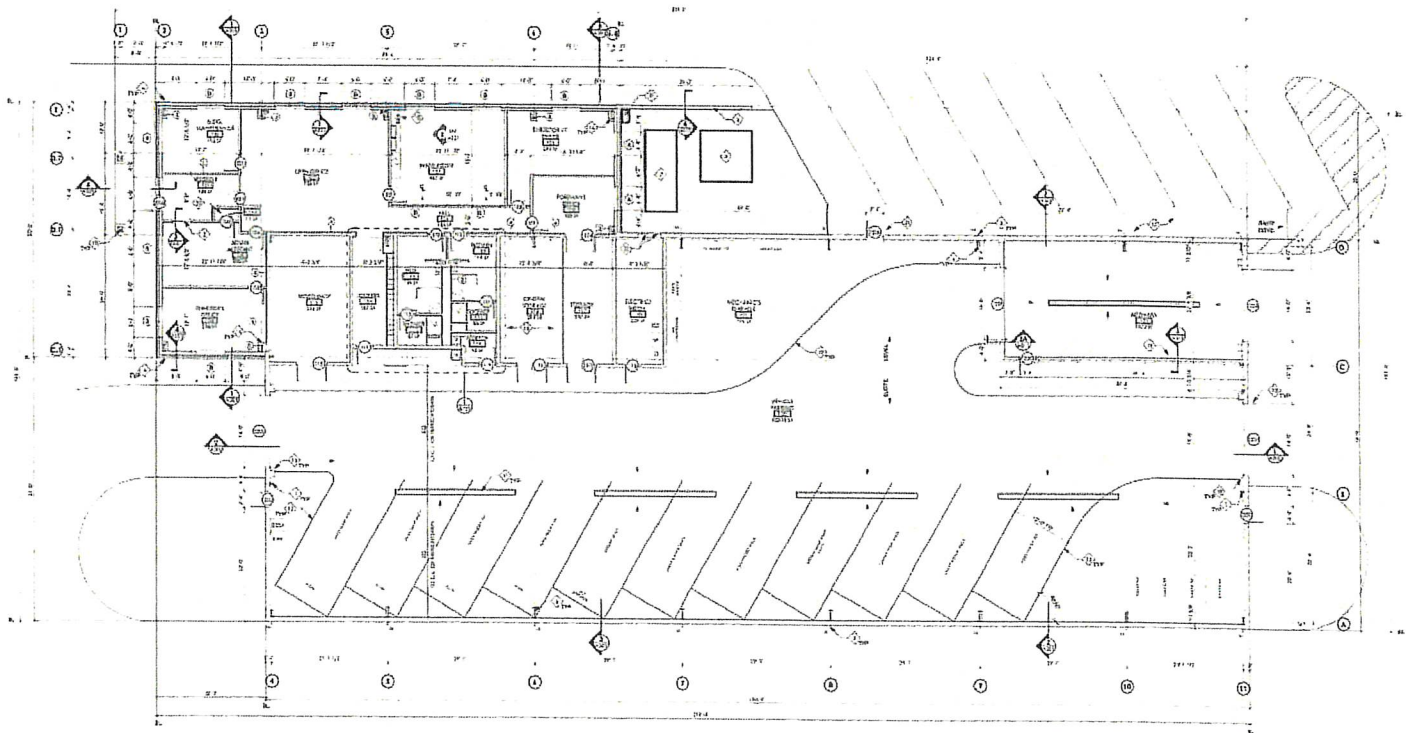
Building 19,000 SF

Completion Date

May 2017

Reference

James Jeffers, P.E.
Service Director/Engineer
Village of Evendale
513.563.4338
james.jeffers@evendaleohio.org



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



Hamilton City Schools Service and Operations Facility

Hamilton, Ohio

Design Challenge: The Hamilton City Schools Service and Operations Facility was a design build project. The first challenge was to create an initial concept design and invest effort to help the design build team win the project. MSP's next challenge was to find a way to fit all of the components on the site which included on-site parking, bus circulation, fueling, wash station, security and underground detention.

Design Solution: MSP developed multiple site layout concepts and worked with the developer and owner to determine the most appropriate solution with the maximum flexibility. This facility provides Hamilton City Schools with an extremely functional site layout solution which accommodates 75 buses and multiple automobile parking spaces.

Provided Services

- Ar** Architecture
- En** Engineering
- La** Landscape Architecture
- Su** Surveying

Project Size

Overall Building	24,756 SF
Office Area	5,477 SF
Service Area	16,412 SF
Mezzanines	2,862 SF
Site	6 Acres

Project Cost

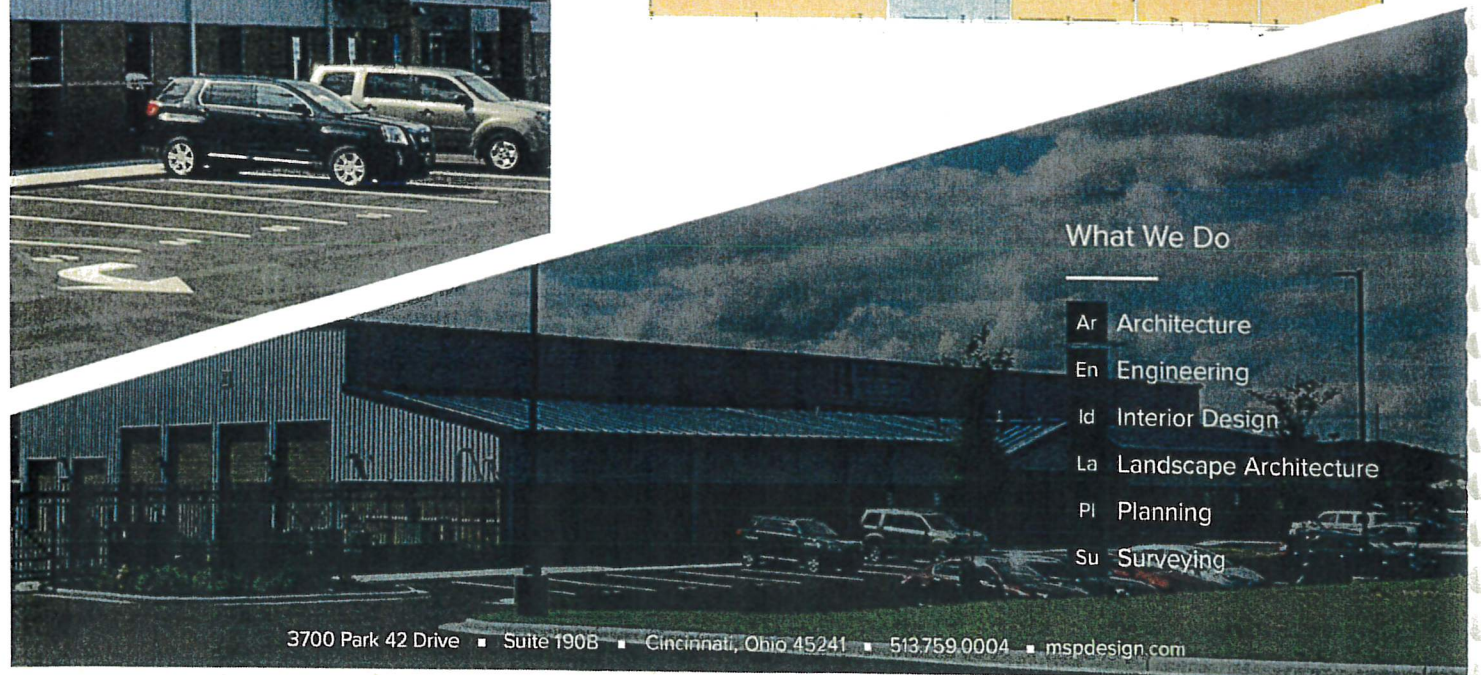
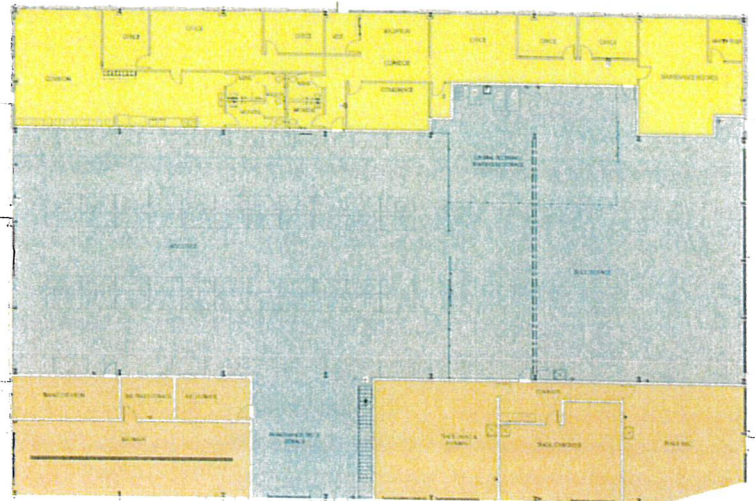
\$3.7M

Project Completion Date

July 2016

Reference

Larry Knapp, *Business Manager*
 Hamilton City Schools
 513.887.5000
 lknapp@hcsdoh.org



What We Do

- Ar Architecture
- En Engineering
- Id Interior Design
- La Landscape Architecture
- Pl Planning
- Su Surveying



West Chester Safety & Services Center

West Chester Township, Ohio

Design Challenge: Over a four-year period, an Auto Nation building was converted into a multi-department safety facility. Services included: police department, wash bay, jail cells, forensics lab, exercise and training center, maintenance space behind the police department, sign shop, area II courts, jurors box and defendant holding room, zoning and planning, mechanics department, roads and cemetery offices. Space for future expansion was also considered.

Design Outcome: Security was an important element of the overall project design considering the police department and courts were located within the building. Multiple entrances were created to allow public access to some areas of the building, while a sally port was designed to provide secure access for police vehicles and the transport of prisoners to and from the police lock up facility. As the project included multi-departmental relocations to the new facility, the renovation work was effectively phased over a four-year period so that each department or area was constructed with sensitivity to the operation of other departments.

Completion Date
2008

Key Team Members

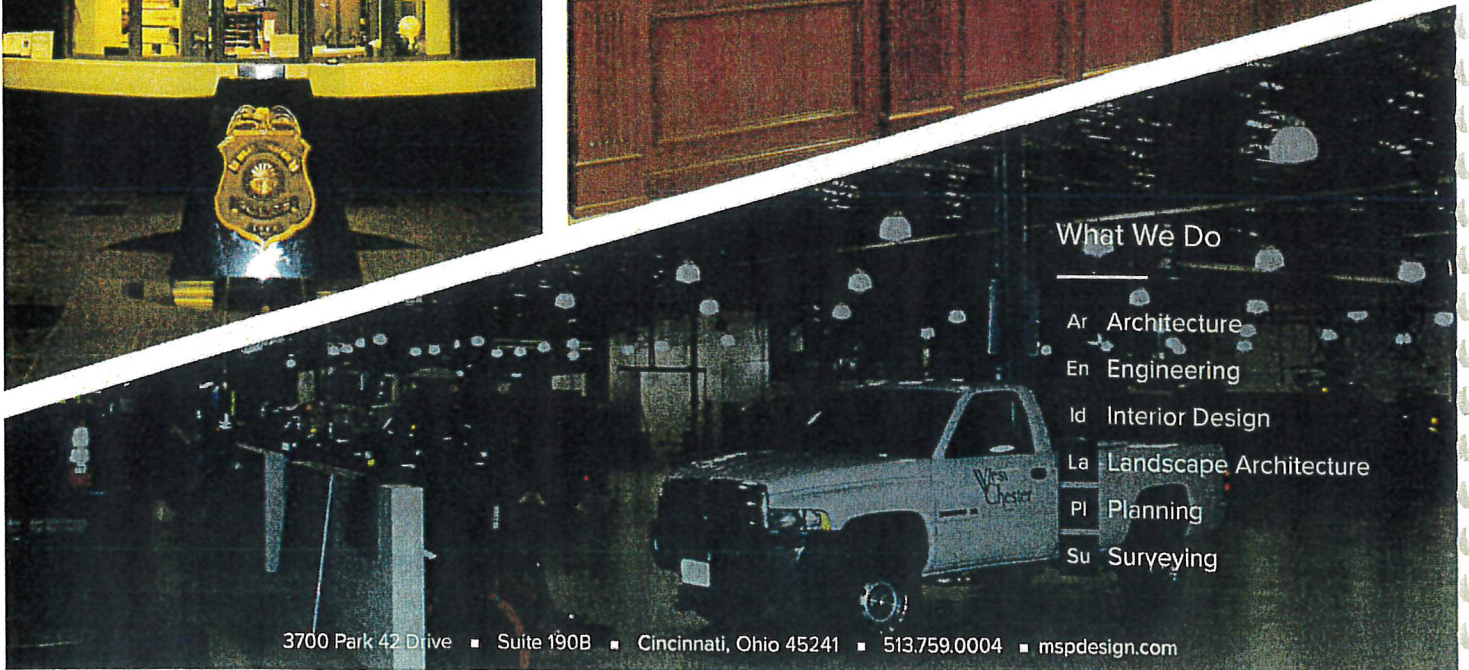
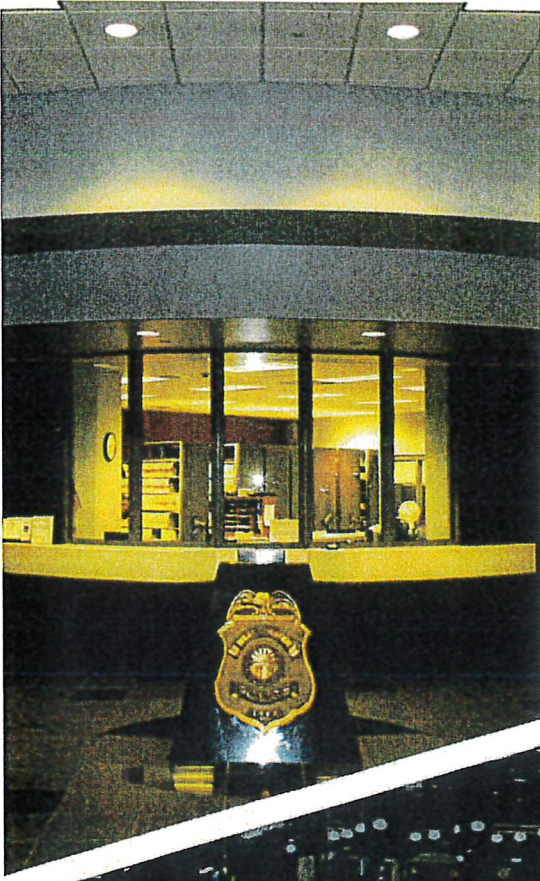
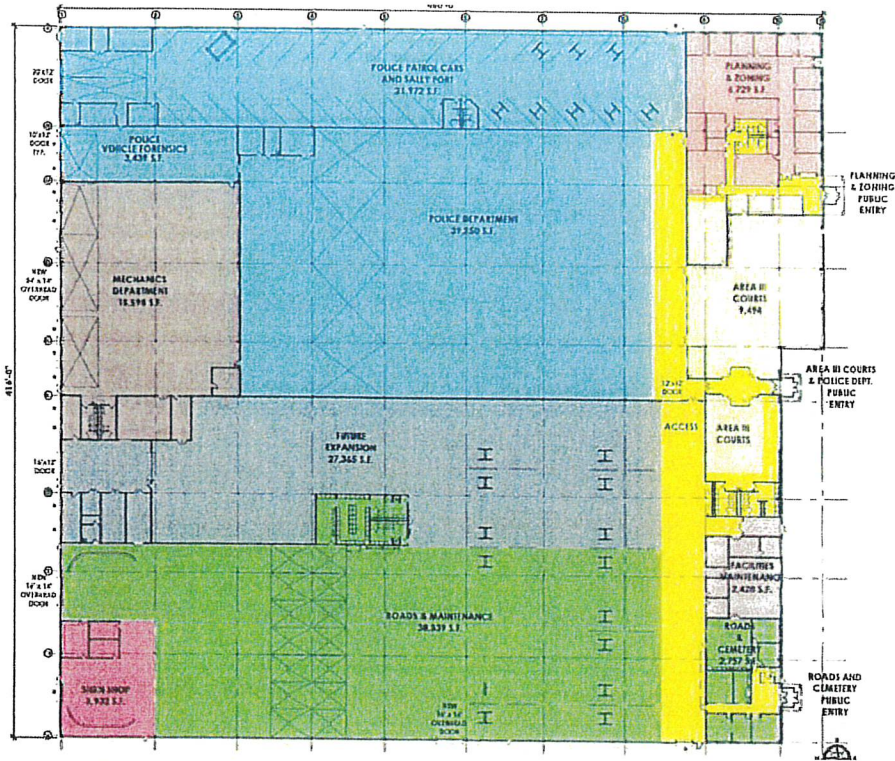
David Clark AIA, NCARB
Randal G. Merrill AIA, LEED AP

Reference

Judith Boyko,
Former Township Administrator
Current Assistant County
Administrator, Hamilton County, Ohio
513.946.4425
judi.boyko@hamilton-co.org

Provided Services

- Ar Architecture
- En Engineering
- La Landscape Architecture
- Su Surveying



What We Do

- Ar Architecture
- En Engineering
- Id Interior Design
- La Landscape Architecture
- Pl Planning
- Su Surveying



**Office of Human Resources
06/18/2024 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 roll Coleman Hines in the Fire Rescue department effective June 6, 2024.
- Off roll Nathan Logsdon in the Fire Rescue department effective June 7, 2024.
- Off roll Austin Parker in the Fire Rescue department effective June 13, 2024.
- Off roll Connor Grisso in the Police department effective June 14, 2024.