



HAMILTON TOWNSHIP

HAMILTON TOWNSHIP ADMINISTRATION

Darryl Cordrey – *Board Chair*

Joseph Rozzi – *Vice Chair*

Mark Sousa – *Trustee*

Leah Elliott - *Fiscal Officer*

7780 South State Route 48

Maineville, Ohio 45039

Phone: (513) 683-8520

Township Administrator

Jeff Wright

(513) 683-8520

Police Department

Scott Hughes – Police Chief

Phone: (513) 683-0538

Fire and Emergency Services

Jason Jewett– Fire Chief

7684 South State Route 48

Maineville, Ohio 45039

Phone: (513) 683-1622

Public Works

Don Pelfrey– Director

Phone: (513) 683-5320

Assist. Fiscal Officer

Ellen Horman

Phone: (513) 239-2377

Human Resources

Cheryl Allgeyer

Phone: (513) 239-2384

Zoning

Cathy Walton-Director

Phone: (513) 683-8520

Parks and Recreation

Nicole Earley-Director

(513) 683-5360

TRUSTEE MEETING AGENDA 9/4/2024

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 August 21st Board of Trustees regular meeting.
- Bills before the Board

Presentation- Economic Development and Zoning Update

Public Comments

New Business

Resolutions

- **Resolution No. 2024-0904A** – Establishing No Engine Brake Designated Areas Within the Township
- **Resolution No. 2024-0904B** – Authorizing the Administrator to Execute an Intergovernmental Agreement with The City of Loveland Related to The Ownership of The Hill-Wagoner Cemetery.

Public Comments

Fiscal Officer’s Report

Administrator’s Report

Trustee Comments

Executive Session- Motion to adjourn into executive session at ____ in accordance with ORC 121.22(G)(8a) to discuss economic development.

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 August 21, 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 August 7, 2024, Trustee Meeting.

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

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

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

Public Comments

Mr. Cordrey opened the floor to public comments at 6:02 p.m.

Mayor Mitchel Fisher of the Village of Morrow wanted to discuss the idea of adding a sidewalk along Route 22/3 to connect the Village to Little Miami High School, enhancing pedestrian accessibility. He believed this topic had been discussed in a previous Trustee Meeting.

The Board was unaware of any previous discussion and advised Mayor Fisher to contact Ohio Department of Transportation since Route 22/3 is a State road.

Mr. Sousa is worried that the addition of sidewalks will lead to increased traffic and worsen existing parking problems in the Hopewell Valley subdivision.

Mr. Wright stated he would email ODOT’s District 8 Safe Route to School Program, including Mayor Fisher to discuss grants.

With no further comments Mr. Cordrey closed the floor to public comments at 6:04 p.m.

New Business

Resolutions

- Resolution No. 2024-0821A – Approving a Site Plan with Conditions For 148 Towne Center Boulevard, Out Lot 2

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 2024-0821A, resolution approving a site plan with conditions for approximately .95 acres of real property located at 148 Towne Center Boulevard, out lot 2

Roll call as follows:

Darryl Cordrey	Yes
Mark Sousa	Yes
Joe Rozzi	Yes

- Resolution No. 2024-0821B – Approving A Planned Unit Development (PUD) District Stage 2&3 Preliminary and Final Plan For 280 Dwire Rd

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 2024-0821B, a resolution to approve the Stage 2 and Stage 3 Preliminary and Final Development Plans 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	Yes

- Resolution No. 2024-0821C – Establishing No Engine Brake Designated Areas Within the Township

The Board tabled the resolution to determine which roads in the Township might require “No Engine Brake” signs. Legal counsel recommended incorporating a decimal range for engine brake noise into the noise ordinance and confirmed that the Police Department would need to witness the violation for it to be enforceable.

- Resolution No. 2024-0821D– Authorizing Private Sale of Unneeded and Unfit-For-Use Property

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 2024-0821D, resolution authorizing private sale of unneeded and unfit-for-use property in the Police Department.

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

Motion –

- Approve the Hamilton Township Roster as Presented

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

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

- Approve Contract for Services with Impact Group

The motion was tabled by the Board until further vetting and price options have been discussed with The Impact Group by the Administrator and staff.

Public Comments

Mr. Cordrey opened the floor to public comments at 6:48 pm, to which there were none.

Fiscal Officer’s Report

Fiscal Officer Leah Elliot provided the financial report for July. As of now, we are 58% through the year, with 68% of revenue collected and expenditures at 50%. She also presented a graph comparing year-to-date figures for 2024 versus 2023, highlighting the Kroger TIF. This month’s expenses are lower than last year’s, partly due to factors such as the Road Levy and timing of paving projects, which are expected to balance out by year-end. Overall, the financials are tracking similarly to the previous year. As we approach the end of the year, an additional bar will be included in the graph to reflect the current budget.

Administrator's Report

- Fire Engine back in service
- WC Water & Sewer is anticipating road closures on State Route 48 near the intersection of Route 48 and Foster-Maineville due to a current water leak, but the road will be officially reopened after that repair.
- Josh and Don in the Public Works Department have developed a CDL Licensing program to train and certify new hires. Hamilton County has reached out to them to discuss what the curriculum entails and possibly adopt the program to use in their district.
- Little Miami High School's SRO, Officer Brandenburg was awarded the National School Resource Officer Award

Trustee Comments

Mark Sousa: Hopewell Valley has reached out to him about the increase in traffic and parked cars with school starting back up.

Joe Rozzi: Acknowledged Riversbend Dental located on State Route 48 in the Township for their professionalism and helping him with the anxiety issues that he had due to previous dental experiences.

Darryl Cordrey: Extended thanks to the Southern Warren County Chamber and HT Staff for their efforts in organizing the Boat Regatta, and to Richard and Kathy Oeder for graciously opening their lake for the event. He also wants to remind the residents that the LMH Food truck Rally will take place on Saturday, August 24th.

Mr. Wright included that the Oeders have graciously opened their property for parking for the upcoming LPGA event that is happening September 16th-22nd at TPC River's Bend.

Executive Session

Mr. Cordrey made a motion with a second from Mr. Rozzi to adjourn the executive session at 6:57 p.m. in accordance with 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. Sousa to come out of Executive session at 8:07 p.m.

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

Adjournment

With no further business to discuss, Mr. Cordrey made a motion, with a second from Mr. Rozzi, to adjourn at 8:07 p.m.

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



Administrator - 9/4/24 Trustee Meeting

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

Motion to approve resolution 24-0904A, a resolution approving regulation of the use of engine brakes on State Route 48, United States Route 22/3 and Grandin Road.

At the August 7th Board meeting Trustee Cordrey shared that he has received complaints from residents regarding the use of engine brakes by the operators of semi-trucks on a portion of State Route 48 and Grandin Road. He asked staff to review if townships are permitted to enact restrictions on engine brakes on specific roads within a township. Assistant Chief Short found an example from another township in southwest Ohio that adopted an engine noise reduction zone on specific locations of a limited number of roads in its jurisdiction.

At the August 21st meeting the Board and staff discussed a draft resolution that would prohibit the use of engine brakes within the areas cited by Mr. Cordrey. It would restrict the use of engine brakes on SR 48 from the centerline of its intersection with Winding River Boulevard to the centerline of the intersection of SR 48 and US 22/3 and along Grandin Road between its intersection with SR 48 to the centerline of its intersection with Striker Road.

The proposed resolution has been revised since the August 21st meeting by our law directors to have some clarity and based on a comment from one of the Board members, one additional corridor was added to the proposed area: US 22/3 from SR 48 to Stubbs Mill Road.

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

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

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

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

**RESOLUTION ESTABLISHING ENGINE BRAKE PROHIBITION ON STATE ROUTE
48, UNITED STATES ROUTE 22/3 AND GRANDIN ROAD.**

WHEREAS, Ohio Revised Code Section 4513.221, as incorporated by reference into Ohio Revised Code Section 505.17, authorizes the Hamilton Township Board of Township Trustees to control internal combustion engine noise;

WHEREAS, R.C. 4513.221(E)(3) authorizes the Board to adopt regulations and orders that are necessary to control internal combustion engine noises within the unincorporated territory of the Township; and

WHEREAS, in the interest of preserving the public’s continued quality of life and in response to complaints by residents, the Board desires to prohibit the use of engine brakes within certain areas along Ohio State Route 48, United States Route 22/3 and Grandin Road in order to reduce internal combustion engine noise within those areas.

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

SECTION 1. That the use of engine brakes or similar mechanisms, devices, or practices on or by motor vehicles or their drivers or operators is prohibited along Ohio State Route 48 from the centerline of its intersection with Winding River Boulevard to the centerline of the intersection of Ohio State Route 48 and United States Route 22/3, along United States Route 22/3 from the centerline of its intersection with Ohio State Route 48 to the centerline of its intersection with Stubbs Mill Road, and along Grandin Road from the centerline of its intersection with Ohio State Route 48 to the centerline of its intersection with Striker Road.

SECTION 2. That whoever violates this Resolution is guilty of a minor misdemeanor, consistent with R.C. 505.17(E) and R.C. 4513.221(F).

SECTION 3. That Township staff shall coordinate with the Ohio Department of Transportation and the Warren County Engineer’s Office to purchase

and install appropriate signage necessary to delineate the engine-brake-noise prohibition along the appropriate places on Ohio State Route 48, United States Route 22/3, and Grandin Road, consistent with R.C. 505.17(C) and R.C. 4511.09.

SECTION 4. That Township staff shall post or cause to be posted a copy of this Resolution in five (5) conspicuous places within the Township for thirty (30) days and cause this Resolution to be published in a newspaper of general circulation within the Township for three (3) consecutive weeks, consistent with R.C. 505.17(B)(1).

SECTION 5. This Resolution shall take effect on the earliest date allowed by law.

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

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

Resolution adopted this 4th day of September, 2024.

Attest:

Leah M. Elliott, *Fiscal Officer*

Approved as to form:

Ben Yoder, *Law Director*

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

Date: _____

Leah M. Elliott, *Fiscal Officer*



Administrator - 9/4/24 Trustee Meeting

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

Motion to approve resolution 24-0904B, a resolution authorizing the Administrator to execute an Intergovernmental Agreement with the City of Loveland related to the ownership of the Hill-Wagoner Cemetery.

The City of Loveland recently approached staff to discuss a 1/3 of an acre property known as the Hill-Wagoner Cemetery. This inactive cemetery was used in prior centuries by pioneering families and is under the ownership of a now defunct cemetery trust from the mid 1800's. The cemetery was long forgotten until a couple of years ago when a new Fisher Homes condo development on adjacent property caused adjacent clearing of trees and brought the cemetery to light. Adjacent homeowners have since worked to clear vegetation and make improvements. The City of Loveland has supported those residents' request for Loveland to work with that group on future preservation of the property.

Even though all the properties surrounding the cemetery were annexed into the City of Loveland at various times in the past, it was discovered that this property is still the jurisdiction of Hamilton Township. Loveland has requested that Hamilton Township work cooperatively with the City to pursue a quiet title action for the City to receive ownership from the Township and subsequently not oppose annexation of the cemetery into the City. All costs and fees of the title work and annexation will be the responsibility of the City.

The subsequent annexation of the property into Loveland would not create any new vulnerabilities for future annexations as the subject property is already an "island" of Hamilton Township surrounded by the City of Loveland. The property is located approximately one half of a mile south of the Township's border with Loveland.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Resolution adopted this 4th day of September, 2024.

Attest:

Leah M. Elliott, *Fiscal Officer*

Approved as to form:

Ben Yoder, *Law Director*

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

Date: _____

Leah M. Elliott, *Fiscal Officer*

INTERGOVERNMENTAL AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. OWNERSHIP OF THE CEMETERY

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

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

SECTION 2. ANNEXATION

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

SECTION 3. PROVISION OF SERVICES AND MAINTENANCE

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

SECTION 4. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

The Township at:

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

With a copy simultaneously sent or delivered to:

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

The City at:

Dave Kennedy, Loveland City Manager

120 West Loveland Avenue
Loveland, Ohio 45140

With a copy simultaneously sent or delivered to:

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

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

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

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

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

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

CITY OF LOVELAND, OHIO:

Date: _____

By:

Attest:

HAMILTON TOWNSHIP TRUSTEES:

Date: _____

Administrator

Attest:

Approved as to legal form:

By _____
City Solicitor

By: _____
Township Law Director

DRAFT



City of Loveland

January 22, 2024

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

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

Dear Jeff:

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

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

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

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

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

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

Very truly yours,



Dave Kennedy
Loveland City Manager

- Cadastral Lines**
 - Contra Line
 - County Line
 - Farm Lot Line
 - Overpass Line
 - Subdivision Unit Line
 - Subsidence Unit Line
 - Other values
- Line Type**
 - Parcel Line
 - Road Unknown
 - Road ROW
 - School Line
 - Season Line
 - Hydraz
- Out/Township Line**
 - Subsidence Unit Line
 - Season Line
 - WMS Line
 - Watered Road Line

1 inch = 94 feet



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri Thailand, NECC, Ig OpenStreetMap contributors, and the GIS User Community, Warren County GIS

Warren County Map

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Date: 1/24/2024