



TRUSTEE MEETING AGENDA 2/6/2024

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 January 17th Board of Trustees regular meeting.
- Bills before the Board

Public Comments

New Business

Resolution

- Resolution No. 2024-0207A – Authorizing Contract with Warren County for the Purchase of Road Salt for 2024-2025 Snow Season

Motion – Motion to renew Marr Park Farming Lease Agreement Renewal with Biggs Farm, LLC.

Public Comments

Fiscal Officer's Report

Administrator's Report

Trustee Comments

- Location for the February 21st Trustee Meeting and Annual Retreat will be at 7570 Bales St Ste. 200, Liberty Township from 8:30 a.m. to 2:00p.m.

Executive Session- Motion to adjourn into executive session at ____ in accordance with ORC 121.22(G)(1) to discuss compensation of a public employee; ORC 121.22(G)(3) to discuss pending litigation; and ORC 121.22(G)(8) to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance.

Human Resources

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

New Business

Motion- Motion to approve Cemetery Settlement Agreement

Adjournment

HAMILTON TOWNSHIP ADMINISTRATION

Darryl Cordrey – *Board Chair*

Joseph Rozzi – *Vice Chair*

Mark Sousa – *Trustee*

Kurt Weber - *Fiscal Officer*

7780 South State Route 48

Maineville, Ohio 45039

Phone: (513) 683-8520

Township Administrator

Jeff Wright

(513) 683-8520

Police Department

Scott Hughes – Police Chief

Phone: (513) 683-0538

Fire and Emergency Services

Jason Jewett– Fire Chief

7684 South State Route 48

Maineville, Ohio 45039

Phone: (513) 683-1622

Public Works

Don Pelfrey– Director

Phone: (513) 683-5320

Assist. Fiscal Officer

Ellen Horman

Phone: (513) 239-2377

Human Resources

Cheryl Allgeyer

Phone: (513) 239-2384

Zoning Administrator

Cathy Walton

Phone: (513) 683-8520

Parks and Recreation

Nicole Earley

(513) 683-5360

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

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

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

Hamilton Township Trustee Meeting

January 17, 2024

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

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

The *Pledge of Allegiance* was recited by all.

A motion was made by Mr. Cordrey, with a second by Mr. Rozzi, to approve the clerk's journal, and accept the tapes as the Official Meeting Minutes of the January 3, 2024, regular and special Trustee Meeting.

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

Proclamation Presentation

The Matthew Haverkamp Foundation was established in 2005 after Nancy's son Matthew was tragically killed in a car accident. Matthew was a Golf Manor police officer and always dreamed of being a K-9 officer, becoming the first in the department. Nancy founded the Haverkamp Foundation to keep her son's memory alive and fund K9 programs throughout the greater Cincinnati region. To date, they have funded 105 Police K9s, Hamilton Township's K9 Khan being the 101st. The Hamilton Township Police Department was the recipient of a generous donation of \$16,000 from the Matt Haverkamp Foundation in July of 2023.

Trustee Cordrey and Police Chief Hughes honored Nancy Haverkamp of the Matthew Haverkamp Foundation a Proclamation for their contribution and commitment to the community of Hamilton Township and enhancing the safety of all residents.

Ms. Haverkamp is thankful for their partnership with Hamilton Township and looks forward to working with them in the years to come.

Chief Hughes welcomed Officer Alex Stephens and K9 Kahn.

Officer Stephens introduced K9 Khan, a 2-year-old German Shepard from Germany. His role in the department is narcotics and article searches. Kahn has been on the road since mid-October of 2023 and assists with other agencies for mutual aid at the federal and local level.

Officer Stephens took the Oath of Office for K9 Kahn, pinning Kahn with his K9 officer badge.

Public Comments

Mr. Cordrey opened the floor to public comments at 6:18 pm.

Shelia Payne: She is a resident at Hopkin Commons and fears health concerns for herself and other residents at Hopkins Commons. A cell tower located behind the Hamilton Township Administration and Police building attracts birds which then leads to feces dropping on the community's dog park, picnic area, and parking lot. Those droppings then get tracked into their living quarters, becoming a health hazard. In the past she was aware there was a noise deterrent on the tower to keep the birds away but was turned off by the Hamilton Township Trustees. She is asking the Trustees to reach out to the tower company to have the device turned back on.

Mr. Cordrey: The issue was more of the noise funneling through the subdivision behind the building. The boxes were originally installed more as a deterrent for the cell towers and our Police Department to protect their equipment.

Mr. Hughes: He confirms the reasoning for the installation and the shutoff of the bird boxes. He is also frustrated with the amount of feces on the police vehicles and would also like to know if there is an alternative to keep the birds away.

Ms. Payne: The residents of Hopkins Commons are all over the age of fifty-five, many of whom are on fixed incomes. Due to the droppings, they are having to wash their cars every day, an expense they cannot afford. She has not heard the bird box and is unaware of any other Hopkins Commons residents complaining. She understands the neighborhood behind her complex is complaining of the noise, but this is becoming a health issue.

Mr. Cordrey: He advises that Ms. Payne reach out to Hopkins Commons and the Village of Maineville for alternatives as well, but he will reach out to the tower company to see if there are other options to deter the birds.

Mr. Rozzi: Agrees that they will ask the tower company what other options they have.

Mr. Sousa: The Trustees in the past asked for the bird boxes to be turned down. At one point some of the speakers were broken and the bird boxes were much quieter. When the speakers were fixed this amplified the noise and he himself heard just how loud the noise was. There is a loop that goes off for 30 seconds, every 3 to 5 minutes. He agrees that equipment is getting damaged and will have someone reach out to the tower company.

Mr. Cordrey closed the floor to public comments at 6:26 pm.

New Business

-Resolution 24-0117A – Resolution Enacting Six Month Moratorium on Adult Use Cannabis

Brodi Conover: Recommends the board to revisit this subject after getting more guidance from the State. Currently the law states that it is legal to smoke marijuana but not buy it. The General Assembly will address the issue soon regarding where the taxes go, who can sell, etc. with the understanding it will mirror the laws for medical marijuana.

Mr. Rozzi- Agrees that the moratorium allows time for more guidance from the state for the township to then discuss in six months.

Mr. Hughes: Today, Governor DeWine is addressing Delta 18, currently it is legal to be sold in the State of Ohio but looking to outlaw that.

Mr. Sousa: So, the short-term impact of this is from use and possession is purely at the individual level? I know that people can grow it so from a law enforcement standpoint, we are going to have to deal with the consequences of it being legal regardless.

Mr. Conover: The short answer is, how accessible do you want to make it to be able to purchase it within the Township?

Mr. Rozzi: The issue is that we do not have guidance on how to issue permits right now if someone wants to sell.

Mr. Conover: We do not want to not pass this moratorium and have a permit issued or have an application submitted because then they would have a vested right if it were to then get outlawed in the Township. This moratorium keeps it status quo until there is more direction from the state.

Mr. Rozzi: Stated that we currently have no idea how to address this with zoning. It will also give time to update zoning when guidance comes out. So, after six months then what happens?

Mr. Cordrey: We bring it back to the table for discussion.

Mr. Conover: It is likely that in six months there will be a recommendation to extend the delay.

Mr. Sousa: Residents have reached out to him on this subject and regardless of which side of the issue they were on, were not in favor of the moratorium. At the state level with the blowback they got, it does not interest me to consider what goes against the will of the majority of local voters.

Mr. Rozzi: Tonight, they are not voting to get rid of a business or usage, just guidance on what we can do at a local level and address zoning codes. The State passed a law without a plan.

Mr. Sousa: I think that we can get together sooner rather than later to discuss proximity of locations to schools and churches as they did with THC and vape products.

Mr. Cordrey: He disagreed with Mr. Sousa because without guidance from the State they cannot have that conversation. He agrees that there should be a pause in the discussion and see if the Township in fact does want to invite that type of business here and take up valuable real estate. Does it make sense from a tax point, does it benefit the Township and taxpayers?

Mr. Sousa: He understands fundamentally what is being said about the details, but he is not a fan of the political component of it. He doesn't think that it is their place to make that decision with most of the residents saying that they want this.

Mr. Cordrey: He does not think that it is necessarily true that the residents do want it. He is curious to see what challenges Monroe and the City of Cincinnati are having with their dispensaries.

Mr. Hughes: Kids are going to the stores, and we don't know what they're buying because it's not regulated, it's coming from all over the world, and there's no control systems in place. We've had issues in schools where they overdose. He would like some guidance from the state legislature on what they are allowed to sell and are the locations going to be allowed to sell vapes.

Mr. Sousa made a motion with a second from Mr. Rozzi to approve Resolution 24-1117A.

Roll call as follows:	Joe Rozzi	Yes
	Darryl Cordrey	Yes
	Mark Sousa	No

-Resolution 24-0117B – Authorizing a contract with Warren County for the 2024 Resurfacing, Chip Seal, and Striping Project.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 24-0117B.

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

-Resolution 24-0117C – Authorizing Disposal of Unneeded, Obsolete, or Unfit-For-Use Property

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 24-0117C.

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

-Resolution 24-0117D – Authorizing an increase in appropriations in the Nature Works and ODNR Aquatic Education Grant Funds

Ms. Earley: The money was originally in the 2023 budget but was not carried over into the 2024 budget. The increase of appropriation is to move that money over.

Mr. Sousa: For this, are we spending our funds and then submitting that the job has been completed, releasing the funds back to us?

Ms. Earley: That is the case with the Nature Works grant, so it's a reimbursement. The ODNR Aquatic Grant has already been funded to us and then we must submit our paperwork to show that the projects are completed, and we complied.

Mr. Sousa: Kudos to Ms. Earley for obtaining the grants.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 24-0117D.

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

-Resolution 24-0117E – Authorizing the Sale of a 2015 Ambulance via Internet Auction

Mr. Sousa: Asks Fire Chief Jewett which location backup this is for.

Chief Jewett: We are putting it up for sale because it is more cost effective to get rid of it now than keep it because of maintenance cost. This vehicle is the backup to the backup.

Mr. Sousa: Is the replacement in, equipped, and ready to go?

Chief Jewett: The replacement will be in the first quarter of 2025.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 24-0117E.

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

-Resolution 24-0117F – Appoint Trustee Cordrey of Hamilton Township Board of Trustees to the Warren County 911 Program Review Committee

Mr. Cordrey: He has volunteered to be a representative for the committee on behalf of the township.

Mr. Rozzi and Mr. Sousa thanked Mr. Cordrey for taking on the position.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 24-0117F.

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

- Motion- Motion to authorize the Township Administrator to enter into an agreement with Backman's HVAC Solutions for HVAC maintenance and services.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve the motion authorizing the Township Administrator to enter into an agreement with Backman's HVAC Solutions for HVAC maintenance and services.

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

- Motion- Motion to approve the 2024 Hamilton Township 2024 Events Calendar.

Mr. Rozzi: Acknowledged the name for the Easter Egg Hunt event changed for this year.

Mr. Cordrey: Have we taken away or added any events this year?

Ms. Earley: Nothing has been added to the events calendar but there are changes to two events. The Easter Egg Hunt has changed to the Bunny Bash, a noncompetitive family-friendly event. The easter egg hunt, with the growing community would require more staffing and resources than we can offer. Also, the Earth Day Cleanup event will transition to multiple community projects throughout the township.

Mr. Wright: Changing the Easter event has been a trend in surrounding communities.

Mr. Cordrey: How often would you have the community projects, once a month?

Ms. Earley: We would more than likely have them quarterly if not more.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve the 2024 Events Calendar.

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

Motion- Motion to approve the purchase of Cemetery Deeds.

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

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

Motion- Motion to authorize a payment to Warren County TID for a traffic signal, painting of signal poles and a turn lane as part of the SR 48/Towne Center/Grandin Road project.

Mr. Cordrey: Asked Mr. Wright if the work has been completed and if we are fulfilling our obligation to get a refund?

Mr. Wright: Yes, that is correct. I reported one or two meetings ago that we had great news that the contract for the future work that we are paying for from that TIF came in under budget, so we certainly have enough funds within the TIF to perform this.

Mr. Cordrey made a motion with a second from Mr. Rozzi to authorize the payment to Warren County TID.

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

Motion- Motion to approve 2023 Township Highway System Milage Certification from ODOT

Mr. Cordrey: Have we increased our township milage for this year, where are we standing?

Don Pelfrey: We had a minor increase with Sandrun Street that was accepted for this year. The Township did accept a partial subdivision this year but was added at the end of last year's total. There are two other subdivisions that have repairs to make. Mr. Pelfrey conducted walkthroughs of those subdivisions and will reflect on this year's totals.

Mr. Sousa: The new road construction in the TIF, with it being a county led project, the inspection processes will produce high-volume traffic? He knows there has been some issues and even conversation in the county how they inspect and oversee new construction roads to make

sure they're meeting the quality control standards. Who will be leading inspection during construction of those roads?

Mr. Pelfrey: It will be Hamilton Township in conjunction with Warren County doing the inspections.

Public Comments

Mr. Cordrey opened the floor to the second public comments at 7:12 pm.

Mr. Cordrey closed the floor to public comments at 7:12 pm.

Fiscal Report

Kurt Weber:

December 2023 Fiscal Report- Through the end of December, we have received \$17.6 million of the \$14.7 million budgeted anticipated revenue. The final appropriations/expense budget was \$19.6 million, we spent a little over \$16 million which is 82%. The total cash balance overall is \$19.3 million and the unencumbered fund balance is \$15.4 million. Some of the higher fund balances consist of General Funds at \$2 million, Road & Bridge at \$2 million, Police Department \$3.6 million, ARPA Fund \$1.1 million, and Fire/EMS at \$3.1 million.

Mr. Cordrey: Coming in at 81%, we have a fair amount of funds that we anticipated to spend last year. Do we have a lot of projects that will be carried over from 2023 that were moved into 2024?

Mr. Wright: That is correct, in that we will have a few projects that do rollover. A large project would be the TIF because we did receive the bond in December in the amount of around \$850,00, more than had been originally budgeted. While there are approximately sixteen funds, the actual revenue is higher than budgeted, and actual expenditures are less. Other than the General Fund and TIF funds, these are specific operating funds and can only be used for purposes that were voted on by the residents. We are very conservative in our estimates for revenue and the revenue was much rosier than we had budgeted.

Mr. Sousa: When we are over budget in the revenue areas, like the General Fund, Police District, and Fire/EMS, those funds come from primarily property tax. If the amount coming in is over what was anticipated, he would think that the overages would be divided across the board. The Police is much larger than the other funds, why is that?

Mr. Weber: A lot of the overage seen is from the impound lot.

Mr. Cordrey: In 2023 we did not budget for as much as we anticipated for the impound lot.

Mr. Hughes: The impound lot is significant, there is a contract with Maineville to provide police service, and the contract with the schools for three SROs may also be reflected in the figures as well.

Mr. Weber: Generally, you appropriate for those items, but in some cases, it comes in higher, and those items are not property tax items.

Administrator's Report

Jeff Wright: Following are updates for the Administrator Report:

- ODOT has scheduled a meeting for next Monday with me, Deerfield Township, the Warren County Engineer's Office, and the Warren County Transportation Improvement District regarding ideas for the intersections of US-22 and Old 3C in our both townships.
- We had six engineering firms submit qualifications and letters of interest for the Mounts Park stream realignment and restoration design project. Nicole Early, Don Pelfrey, Kurt Webber and consulting engineers Paul Goodhue, Rick Ordeman and I reviewed, scored, and ranked the six firms. We have a consensus on the leading firm and Mr. Goodhue is reaching back out to the firm to confirm some things and we hope to negotiate on fees and want to bring a recommendation back to this board to award a design contract at one of your meetings in February.

Trustee Comments

Mr. Rozzi: That he missed the first meeting of the year, he wanted to wish everyone a Happy New Year.

Mr. Cordrey: Reminder the next meeting will be held on Tuesday, February 6th. With anticipated snow, make sure vehicles are pulled into driveways to allow the roads to be plowed.

Mr. Sousa: Warren County is unsure of why there is an uptick in watermain breaks between Stephens Road into the Village of Maineville on State Route 48, perhaps an increase of usage with the growing community. Mr. Wright met with Warren County Water and Sewer and was told that they have received a rough quote for repair on the water lines and are willing to take that in front of the Board of Commissioners. The repairs are not in this year's budget, hopefully next year's, but they are aware and looking into it.

Executive Session

Mr. Cordrey made a motion with the second from Mr. Rozzi to enter Executive Session at 7:24 pm in reference to O.R.C. 121.22(G)(I) to discuss compensation for public employees.

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

Mr. Cordrey made a motion with a second from Mr. Rozzi to come out of Executive Session at 8:07pm.

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 8:07pm.

Roll call as follows:	Mark Sousa	Yes
-----------------------	------------	-----

Darryl Cordrey	Yes
----------------	-----

Joe Rozzi	Yes
-----------	-----



Office of Public Works
2/06/24 Trustee Meeting

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

Motion to approve Resolution 24-0206A- a resolution authorizing a contract with the Warren County Engineers Office for the purchase of road salt for the 2024-2025 snow season.

This allows the Township to enter into a contract with Warren County Engineers Office for a salt purchasing agreement to reduce the overall cost incurred to the Township when purchasing salt.

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

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

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 24-0206A**

**A RESOLUTION AUTHORIZING A CONTRACT WITH THE WARREN COUNTY
ENGINEER’S OFFICE FOR THE PURCHASE OF ROAD SALT FOR THE 2024-2025
SNOW SEASON**

WHEREAS, the Board of Township Trustees desires to enter into an agreement to purchase road salt through the Warren County Engineer’s Office; and

WHEREAS, The Warren County Engineer’s Office meets all applicable State and local requirements through the bidding process for road salt; and

WHEREAS, in order to save money and expedite the bidding process, it benefits Hamilton Township to enter into an agreement with the Warren County Engineer’s Office for road salt for the 2024-2025 winter season;

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

SECTION 1. The Board hereby authorizes and approves entering into an agreement to participate with the Warren County Engineer’s Office for the bidding and purchase of road salt for the 2024-2025 winter season.

SECTION 2. Hamilton Township has allocated its own storage space to receive and store all of the salt bid and awarded in the contract.

SECTION 3. The Township Administrator or the Township Public Works Director of Hamilton Township are hereby authorized and directed to sign and file all documents associated with the Warren County Engineer’s Office road salt purchase program including the forwarding of the estimated salt needed for purchase as prepared by the Public Works Director.

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 6th day of February, 2024.

Attest:

Kurt E. Weber, *Fiscal Officer*

Approved as to form:

Benjamin J. Yoder, *Law Director*

I, Kurt E. Weber 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 February 6, 2024.

Date: _____

Kurt E. Weber, *Fiscal Officer*

Memo

January 26, 2024

To: Township Trustees and City and Village Mayors, Managers or Administrators

From: Neil Tunison, County Engineer

Re: Rock Salt Bid and Purchase Program for Warren County for 2024-2025 Winter Season

This office will once again offer an opportunity for your jurisdiction to participate in the County Engineer's salt purchase program this year. The program will be exactly the same as last year.

The program will work like this: We will request a bid price for rock salt dumped at your site and one using a piler to mound it at your site as well. One price for each method will be applied to all taking part. That does not change regardless of what Item No. on the bid sheet that applies to you. You will determine the amount you expect to purchase and that amount will be placed in the first column on the Delivery and Billing Sheet (Exhibit A). The goal is for the bidder to accept that amount more or less. In other words, if you order 1,000 tons and you find you only need 500 tons, you will not be expected to purchase the entire 1,000 tons. Be advised that bidders can make exceptions to the bid that may place conditions on the bid, including minimum and maximum amounts. Those exceptions will weigh heavily on the award outcome.

Once the bid has been awarded and contract executed by the Board of County Commissioners, it will be your responsibility to set up your own purchase order based on the price bid. You will choose whether the salt will be dumped or a piler will be necessary. You will also arrange delivery of your salt to your site. To make this as efficient as possible, please verify your delivery site on Exhibit A and revise the billing information if necessary. A bid guaranty bond that would make each of you as a political subdivision the obligee of the bond is included.

To participate in the program, please have your Board or Council pass a resolution authorizing participation using the sample resolution as a guide. We would prefer the amount of requested salt be included in the resolution. If you do not have room, my office will continue to make salt sales on a pick-up basis at the County Highway Department. If the resolution does not request an amount, you will need to submit an amount in writing so that it can be included in the bid package.

Please return an executed resolution to me by Friday, March 1, 2024 if you plan to purchase salt directly from the successful bidder. If your Board or Council cannot meet before this date, please let me know so that we can somehow accommodate your request. It was determined by our working group that timing of the bid for early April was the key to getting the best price. This program only applies to the purchase of rock salt and does not apply to any deicing chemical solutions, such as Beet Heet or brine.

We look forward to hearing from you. If you have any questions, please contact me at (513) 695-3307, Kurt Weber at (513) 695-3306 or Bobbi Apking at (513) 695-3305. Thank you.



Office of Parks and Recreation
2/6/2024 Trustee Meeting

The following motion is requested by the Parks and Recreation Office:

MOTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO RENEW THE RENTAL AGREEMENT WITH BIGGS FARM, LLC. ON REAL PROPERTY OWNED BY HAMILTON TOWNSHIP CONNECTED TO MARR PARK FOR CONTRACT FARMING.

This Lease shall commence on March 1, 2024, and shall continue until December 1, 2026, unless earlier terminated pursuant to other provisions of the Lease (the "Term"). The Parties may agree in writing to renew the Lease at the end of the Term. Bigs Farm, LLC. shall make an annual lump-sum payment to the Township in the amount of Four Thousand Nine Hundred Twenty Dollars and 00/100 (\$4,920.00) ("Rent"). The most recent rental agreement with Biggs Farm, LLC was in the annual amount of Three Thousand Nine Hundred Dollars and 00/100 (\$3,900). All details are explained in the attached contract.

GROUND LEASE AGREEMENT

This **GROUND LEASE AGREEMENT** (this "Lease") is entered into as of the date of the last Party's signature below (the "Effective Date") by and between **HAMILTON TOWNSHIP, WARREN COUNTY, OHIO**, with an address at 7780 South State Route 48, Hamilton Township, Ohio 45039 (the "Township") and **BIGGS FARMS, LLC**, an Ohio limited liability company with an address at 0 State Route 48, Loveland, Ohio 45140 ("Lessee") (the Township and Lessee may each be referred to herein individually as a "Party" and collectively as the "Parties").

- A. The Township owns certain real property on which it operates a public park commonly known as Marr Park and located at 912 Nunner Road, Maineville, Ohio 45039 (the "Park"). Certain open space in the Park boundaries (depicted on Exhibit A to this Lease) is not presently required by the Township for any public purpose (the "Premises").
- B. Lessee is engaged in agricultural crop farming activities, and has determined the Premises consist of land suitable for crop farming purposes.
- C. The Township agrees to lease the Premises to Lessee, and Lessee agrees to lease the Premises from the Township, in accordance with the terms and conditions of this Lease.

1. Exclusive Lease of Premises; Non-Exclusive Access to Park Facilities.

(a) Leased Premises; Permitted Activities. The Township hereby grants Lessee a ground leasehold interest in the Premises, together with all appurtenant rights, privileges and other benefits belonging to the Premises. Lessee shall solely use the Premises for crop farming purposes involving the planting, maintenance, growing and harvesting of traditional crops such as soybeans, wheat, barley, corn and other vegetables (the "Permitted Activities"). The Permitted Activities shall not include: (i) any farming activities not expressly set forth in this Section 1(a), including but not limited to animal husbandry; or (ii) the storage of any vehicles, equipment, materials, products or other items Lessee may use when engaging in the Permitted Activities. The Permitted Activities shall be conducted at Lessee's sole cost and expense, and Lessee shall be solely responsible for providing all vehicles, equipment, materials, products and labor to perform the Permitted Activities. The Township shall have no responsibility or obligation to aid, assist or participate in any manner in the Permitted Activities; nor to ensure the Premises are suitable for the Permitted Activities at any time during the Term. The Permitted Activities shall not prohibit, impede or interfere with the right of the Township or the public to access and use any area of the Park outside of the Premises. Lessee warrants that, at all times while this Lease is in effect, Lessee and its officers, representatives, employees, agents, contractors and invitees shall conduct the Permitted Activities in compliance with all federal, state and local laws, regulations and rules, as they may be amended from time to time (collectively, "Applicable Law"); and all terms and conditions of this Lease.

(b) Nonexclusive Access to the Park. In addition to Lessee's exclusive lease of the Premises, Lessee and its officers, representatives, employees, agents, contractors and invitees shall have nonexclusive access to any and all areas of the Park which are open to, and available for use by, the general public; including but not limited to roads, parking areas, restrooms, and other similar areas and facilities.

(c) Township Right to Enter Premises. Nothing in this Lease shall be construed as prohibiting or restricting the Township's rights to enter the Premises to address any emergent situation, perform any governmental inspection, or take any governmental action as the Township deems reasonable and necessary in its sole discretion. The Township shall have a continuing right during the Term to enter upon and inspect the Premises to ensure Lessee's compliance with the terms and conditions of this Lease. The Township shall use all reasonable efforts to: (i) provide Lessee with at least twenty-four (24) hours' prior notice of any planned entry into the Premises (provided, lesser or no advance notice shall be required in the event the Township reasonably believes person(s) or property are in imminent danger on the Premises); and (ii) ensure its entry into the Premises does not unreasonably interfere with, impair or disturb Lessee's performance of the Permitted Activities thereon.

2. Lease Term.

(a) Term. This Lease shall commence on March 1, 2024 and shall continue until December 1, 2026; unless earlier terminated pursuant to other provisions of the Lease (the "Term"). The Parties may agree in writing to renew the Lease at the end of the Term.

(b) Restoration of Premises. Within seventy-two (72) hours of expiration or earlier termination of the Term, Lessee shall remove all Lessee vehicles, equipment, materials and other personal property from the Premises, and take reasonable measures to return the Premises to the condition on which the land generally existed at the commencement of the Term. The Township shall thereafter inspect the Premises and notify Lessee if the Township observes any remaining personal property, or damage to any land, improvements or Township property, therein. Within thirty (30) days of Lessee's receipt of such notice, Lessee shall be responsible, at its sole cost and expense, for retrieving such personal property, repairing such damage, and/or replacing any damaged Township improvements or personal property. If Lessee fails or refuses to timely perform its obligations under this Section 2(b), the Township may perform the removal, repair or replacement work itself and invoice Lessee for the Township's costs. Lessee shall pay the invoice in full within thirty (30) days of its receipt thereof. The Township shall have no duty to store or protect personal property removed from the Premises, but shall instead have the right to dispose of such property in any manner in the Township's sole discretion. If the Township elects to store removed personal property, any associated storage costs shall be an item for which the Township may invoice Lessee hereunder.

3. Termination.

(a) Mutual Termination. The Lease may be terminated for any reason or no reason upon mutual written agreement of the Parties.

(b) Township Termination. The Township may terminate this Lease prior to its natural expiration, with at least fourteen (14) days' prior written notice to Lessee, in the event: (i) Lessee violates any Applicable Law; (ii) Lessee violates any term or condition set forth in this Lease; or (iii) the Township requires the Premises for any public purpose. If the Township terminates the Lease due to Lessee's violation of Applicable Law or other breach of the Lease, Lessee shall have the opportunity to cure its breach within the fourteen (14) day notice period in order to avoid termination.

4. Rent. In exchange for Lessee's use of the Premises hereunder, Lessee shall make an annual lump-sum payment to the Township in the amount of Four Thousand Nine Hundred Twenty Dollars and 00/100 (\$4,920) ("Rent"). Rent shall be paid in each year during the Term within fourteen (14) days of the date on which Lessee harvests the majority of crops grown on the Premises; but in no event later than December 1 of each year during the Term.

5. Maintenance Responsibilities.

(a) Maintenance of Premises. Lessee shall be solely responsible, at Lessee's cost and expense, for maintaining the Premises in good condition and repair, in a clean and orderly condition, and free from trash and debris, during the Term. All such maintenance shall be performed by Lessee or contractors of Lessee's sole choosing, with the standard of care ordinarily exercised by professional contractors performing the same work under similar circumstances.

(b) Repair of Damage. In the event any area of the Park outside of the Premises, or any improvements thereon or personal property therein, are damaged by Lessee or any of Lessee's officers, representatives, employees, agents, contractors or invitees, Lessee shall be responsible, at its sole cost and expense, for promptly repairing the damage, and/or replacing the improvements or personal property. If the Township elects to perform the repair or replacement work itself, the Township may invoice Lessee for the Township's associated costs, and Lessee shall pay the invoice in full within thirty (30) days of its receipt thereof.

(c) Township Park Maintenance Responsibilities. Throughout the Term, the Township shall continue providing routine maintenance services to all areas of the Park outside of the Premises pursuant to the Township's standard schedule, policies and procedures (as the same may be amended from time to time by the Township in its sole discretion). Lessee shall have no right or duty to maintain any areas of the Park outside of the Premises.

(d) Signage. Lessee shall be entitled to erect within the Premises reasonable signage indicating Lessee's use of the Premises for the Permitted Activities and generally restricting third-party access to the Premises. All signage shall comply with all applicable provisions of the Hamilton Township Zoning Code, and shall be subject to the Township's prior approval before its erection.

6. Use of Contractors; No Liens. Lessee shall be entitled to engage contractors of Lessee's choosing, and at Lessee's sole cost and expense, to perform any of Lessee's rights and responsibilities under the Lease. The Township shall have no right or responsibility to direct,

supervise or manage such contractors. Lessee shall not cause or allow a lien to be filed against the Park or any portion thereof (including but not limited to the Premises), whether filed by a third-party contractor engaged by Lessee or any other party. Should such a prohibited lien be filed against the Park, Lessee shall promptly remove the lien at Lessee's sole cost and expense. Lessee's obligations under this Section shall survive the expiration or earlier termination of the Lease.

7. **Liability Insurance.** Lessee shall keep and maintain, at all times during the Term, general liability insurance coverage for bodily injury and property damage in not less than the following amounts: (i) \$2,000,000 in the general aggregate; (ii) \$1,000,000 per occurrence; and (iii) \$1,000,000 in automobile liability coverage. Such insurance shall cover all Lessee officers, representatives, staff, agents, employees, members, volunteers, participants, guests and invitees on the Premises, and shall name the Township as an additional insured. Lessee shall also maintain all Workers' Compensation insurance coverage required by Ohio law. Prior to Lessee's commencement of the Permitted Activities in the Premises, Lessee shall provide the Township with a certificate or certificates evidencing Lessee's maintenance of the insurance coverage required hereunder. Lessee shall immediately notify the Township in the event all or any portion of the requisite insurance coverage is canceled, revoked or lapses during the Term. Cancellation, revocation or lapse of all or part of the insurance coverage shall be grounds for the Township's immediate termination of the Lease.

8. **"As-Is" Condition; Assumption of Risk.** Lessee acknowledges and agrees that: (i) it accepts the Premises on the Effective Date in their "AS IS" condition, subject to any and all faults therein and hazards thereon, whether known or unknown; (ii) the Township shall have no liability for any defects in the Premises or any other area of the Park, whether latent or apparent; and (iii) the Township makes no representations or warranties as to the fitness of the Premises for any purpose (including but not limited to the Permitted Activities), and shall have no duty to ensure the Premises are suitable or safe for Lessee's use thereof. Lessee waives any implied warranties of habitability or fitness for a particular purpose. Lessee acknowledges and agrees that the Permitted Activities pose certain inherent risks, dangers and hazards which may arise from foreseeable and unforeseeable causes, and which cannot be fully eliminated. Lessee freely and voluntarily agrees to assume all risks, dangers and hazards, and all liability for any and all loss, injury and/or damage sustained by an individual arising out of, or in any way related to, the Permitted Activities. All personal property kept, stored or maintained on the Premises by Lessee or any third party shall be at such party's sole risk. The provisions of this Section 8 shall survive the expiration or earlier termination of the Lease.

9. **Waiver; Release; Indemnification.**

(a) **General Indemnification.** Lessee hereby agrees to indemnify, defend and hold harmless the Township and all of the Township's officers, representatives, agents, employees, successors and assigns (collectively, the "Released Parties") from and against any and all claims, actions, losses, damages, fines, penalties, liability and expense (including reasonable attorneys' fees) in connection with damage to real or personal property, loss of life and/or personal injury arising out of, or in any way related to, the Permitted Activities or Lessee's other use of the Premises pursuant to this Lease. Lessee hereby knowingly and voluntarily waives any and all

claims against the Released Parties for any damage to real or personal property, loss of life and/or personal injury arising out of, or in any way related to, the Permitted Activities or Lessee's other use of the Premises. The provisions of this Section 9(a) shall survive the expiration or earlier termination of the Lease.

(b) Environmental Indemnification. Lessee hereby agrees to indemnify, defend and hold harmless the Released Parties from and against any and all claims, actions, losses, damages, fines, penalties, liability and expense (including reasonable attorneys' fees) in connection with damage to real or personal property; loss of life; personal injury; any investigation or monitoring of site conditions; any clean-up, removal, remediation or restoration work by any governmental authority; and/or any residual contamination of the Premises, the Park, or any other property or natural resources arising out of, or in any way related to, Lessee's use, transport, storage or disposal of any Hazardous Materials on the Premises; and/or any allegation that Lessee has failed to comply with any federal, State or local environmental laws. For the purposes of this Lease, "Hazardous Material" means any substance, waste or material that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is, or becomes, regulated by any governmental authority, including any agency, department, commission, board or instrumentality of the United States, the State of Ohio, or any political subdivision thereof. The provisions of this Section 9(b) shall survive the expiration or earlier termination of the Lease.

10. Utility Charges; Taxes.

(a) Utility Services. To the extent Lessee requires any utility services for the Permitted Activities, Lessee shall be solely responsible for establishing and paying for such utility services during the Term. Lessee shall obtain the Township's express written consent before establishing any new utility services on the Premises (which consent shall not be unreasonably withheld).

(b) Taxes. Lessee agrees to be solely responsible for timely and full payment of any real estate taxes and assessments which may accrue against the Premises during the Term. If either Party questions the taxability of the Premises, the Township agrees to cooperate with Lessee to prepare and file any necessary applications and documentation to challenge the taxability of the Premises. Lessee agrees to be solely responsible for any personal property taxes which may be assessed against any improvements or personal property within the Premises and owned by Lessee during the Term.

11. Notices. Any notice, consent and demand given hereunder shall be in writing and shall be delivered to the recipient-Party at the below address (or such other address as the Party may designate during the Term) by personal delivery; overnight courier or certified mail (return receipt requested); or email (with confirmed delivery receipt). Notices and demands shall be deemed given upon confirmed delivery to the recipient-Party.

If to the Township:	Hamilton Township, Warren County, Ohio Attn: _____ 7780 South State Route 48 Hamilton Township, Ohio 45039 Email: _____
If to Lessee:	Biggs Farms, LLC Attn: _____ _____ _____ Email: _____

12. Miscellaneous.

(a) Entire Agreement; Modification. The Parties hereby acknowledge that this Lease constitutes the entire agreement and understanding between the Parties, and supersedes any prior representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, between the Parties. This Lease may only be modified in a writing signed by both Parties.

(b) No Presumptions Against Either Party. No provision of this Lease shall be construed for or against a Party because such Party drafted the provision in whole or in part. Each Party represents and warrants that it has had a reasonably opportunity to review the terms of this Lease with independent legal counsel of its choosing, and is freely and voluntarily entering into the Lease with full understanding of all terms and conditions contained herein.

(c) Severability. Any provision(s) of the Lease later held by a court of competent jurisdiction to be unenforceable for any reason shall be deemed severed and void, and all remaining provisions shall continue in full force and effect.

(d) Force Majeure. If either Party shall be delayed or prevented from the performance of any act required by this Lease by reason of acts of God, strikes, lockouts, pandemic, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the Party obligated, performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay; provided, however, this provision shall not excuse either Party from prompt payment in full of any Rent, taxes, costs or other charges required to be paid by such Party pursuant to the terms and conditions of this Lease.

(e) No Assignment. Lessee may not assign this Agreement, in whole or in part, to any person or entity without the Township's prior written consent.

(f) Governing Law. This Lease and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of

laws principles. All actions or proceedings arising out of, or in any way related to, this Lease shall be instituted in a State court of competent jurisdiction located in Warren County, Ohio.

(g) Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent between the Township and Lessee, or of employment, partnership, joint venture or any similar association between the Parties, and no act on the part of either Party shall be deemed to create any relationship between the Parties other than the relationship of lessor and lessee with respect to the Premises.

(h) No Waiver of Breach. No failure by either Party to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Lease, but each and every covenant, condition, agreement and term of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach. No waiver of any breach shall in any event be effective unless the same is in writing, signed by the non-breaching party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

**HAMILTON TOWNSHIP,
WARREN COUNTY, OHIO**

BIGGS FARMS, LLC

Jeff Wright
Hamilton Township Administrator

Date

By: _____

Name: _____

Title: _____

Date

APPROVED AS TO FORM:

Benjamin J. Yoder, Law Director



Office of Human Resources
02/06/2024 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.

- Extend the probationary period of Police Cadet Kade Smith for an additional three (3) months, extension through April 9, 2024.
- Off role Terry Viel, in the Police Department, effective February 13, 2024.
- Realignment of the Police command structure to include Assistant Chief of Police and Captain.
- Reassign Quillan Short to Assistant Chief of Police.
- Off role Thomas Hunley, in the Public Works department, effective January 2, 2024.
- Promote Philip Cruz to full time Firefighter/EMT effective February 18, 2024, starting pay determined by current collective bargaining agreement (employment is contingent on the satisfactory completion of all employment testing).