

TRUSTEE MEETING AGENDA 3/4/2026

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 February 18th Board of Trustees regular meeting.
- Bills before the Board

Swearing in Ceremony- Police Department

- Jeremy Richmond
- Keeley Salyers
- Megan Easterday

Promotion

- Jordan Elzey- Sargeant

Public Hearing- Create Joint Economic Development District with the City of Lebanon

Public Comments

New Business

Resolutions

- Resolution No. 26-0304A- Create the Hamilton Township – City of Lebanon Joint Economic Development District
- Resolution No. 26-0304B- Authorizing Private Sale of Unneeded and Unfit-For-Use Property
- Resolution No. 26-0304C- Authorizing Transfer of Funds from General Funds to the EMS Billing Fund
- Resolution No. 26-0304D- Initiating Text Amendment Within the Zoning Resolution

Motions

- Approving Purchase of a Cemetery Deed

Public Comments

Fiscal Officer’s Report

Administrator’s Report

Trustee Comments

Adjournment



HAMILTON TOWNSHIP

HAMILTON TOWNSHIP ADMINISTRATION

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

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

Township Administrator

Jeff Wright
(513) 683-8520

Police Department

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

Fire and Emergency Services

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

Public Works

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

Assist. Fiscal Officer

Ellen Horman
Phone: (513) 239-2377

Human Resources

Cheryl Allgeyer
Phone: (513) 239-2384

Zoning Administrator

Cathy Walton
Phone: (513) 683-8520

Parks and Recreation

Nicole Earley
(513) 683-5360

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

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

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

Hamilton Township Trustee Meeting

February 18, 2026

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

Roll call as follows: Mark Sousa
Darryl Cordrey

The Pledge of Allegiance was recited by all.

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to approve the audio/visual as the Official Meeting Minutes of the February 3rd Board of Trustees regular meeting.

Roll call as follows: Mark Sousa Yes
Darryl Cordrey Yes

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

Roll call as follows: Mark Sousa Yes
Darryl Cordrey Yes

Guest Speaker- Kleinger's Group Park Assessment

Kleinger presented the Hamilton Township Parks Assessment, which evaluated existing park conditions, identified improvement opportunities, and provided preliminary cost ranges to support future planning . The assessment included site visits, infrastructure and amenity evaluations, and identification of immediate concerns.

The review covered Testerman Park, Mounts Park, Marr Park, Bigfoot Dog Park, and the Munitions Property. Key findings included maintenance and circulation concerns at Testerman Park; strong visibility and trail connectivity opportunities at Mounts Park and the Munitions Property; future development potential at Marr Park; and parking limitations at Bigfoot Dog Park.

Kleinger recommended addressing immediate concerns, improving connectivity and branding across the park system, seeking partnerships and funding opportunities, and developing a comprehensive Parks Master Plan to guide future improvements Township-wide.

Parks Director Nicole Earley thanked the Kleinger team and stated that the assessment was eye-opening, noting there is a great deal of information to review and consider. Mr. Cordrey agreed and confirmed that the report outlines factual findings that need to be addressed, including ADA compliance and other immediate concerns, as well as the need to plan for future improvements. Mr. Sousa added that the report serves as a foundational document to help guide the development of a comprehensive Parks Master Plan.

Public Comments

Mr. Sousa opened the floor for public comments at 6:23 PM.

Brad Turner thanked Mr. Wright and Ms. Horman for addressing his question regarding the lighting district. He also inquired about the process for sheriff's auctions, noting that a home in the neighborhood, due to neglect, will be going through the process. Administrator Wright informed Mr. Turner that he would contact the Sheriff's Department to gather additional information and follow up with him regarding the procedures for sheriff's sales.

With no further individuals approaching the podium, Mr. Sousa closed the floor for public comments at 6:26 PM.

New Business

Resolution No. 26-0218A Memorandum of Understanding with the Warren County Drug Task Force

Mr. Sousa made a motion with a second from Mr. Cordrey to approve resolution 26-0218A, a resolution authorizing participation in the greater Warren County Drug Task Force and authorizing the Township Administrator to execute the related Memorandum of Understanding.

Roll call as follows:	Darryl Cordrey	Yes
	Mark Sousa	Yes

Resolution No. 26-0218B Placing a Moratorium on Commercial Truck Parking and Initiating a Zoning Resolution Text Amendment

The proposed moratorium establishes a six-month prohibition on the approval of any new commercial truck parking applications. It also directs staff to begin the text amendment process to revise the Primary Permitted Uses table, removing commercial truck parking as a permitted use. The resolution does not affect any existing operations and applies only to new commercial semi-truck and commercial vehicle parking facilities.

Assistant Chief Short explained that the department has been working with the Ohio State Highway Patrol, as inspections have revealed that many vehicles and drivers do not meet state standards. The Trustees noted that while truck parking was necessary during COVID and the trucking shortage, the current volume and related issues have prompted the Township to take

action. The moratorium is intended to prevent additional commercial and industrial parcels from being converted into truck parking facilities.

Mr. Sousa made a motion with a second from Mr. Cordrey to approve resolution 26-0218B Establishing a Moratorium on The Issuance of Certain Zoning Permits and Other Township Approvals That Would Involve or Allow the Construction, Establishment, Or Expansion of Semi-Truck or Commercial Truck Parking Facilities Within Hamilton Township, Warren County Ohio, Waiving the Second Reading, And Declaring an Emergency

Roll call as follows: Mark Sousa Yes
Darryl Cordrey Yes

Resolution No. 26-0218C Annual OPERS Conversion Plan

Adoption of the OPERS Conversion Plan allows the Township to enhance employee retention by permitting eligible vacation hours to be converted into pensionable service credit. This agreement will be adopted and renewed on an annual basis.

Mr. Sousa made a motion with a second from Mr. Cordrey to approve resolution 26-0218C, a resolution authorizing the adoption of an Annual Conversion Plan in accordance with Ohio Revised Code section 145.01 and Ohio Administrative Code 145-1-26.

Roll call as follows: Darryl Cordrey Yes
Mark Sousa Yes

Resolution No. 26-0218D- Authorizing Private Sale of Unneeded and Unfit-For-Use Property

Mr. Sousa made a motion with a second from Mr. Cordrey to approve Resolution 26-0218D, 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

Resolution No. 26-0218E Authorizing to Declare 5765 S. St Rt 48 a Nuisance Property and Removal of Garbage and Other Debris Removal

Mr. Sousa made a motion with a second from Mr. Cordrey to approve resolution 26-0218E providing for and authorizing the removal of garbage, refuse and other debris at 5765 S. State Route 48, Parcel1606425036, in Hamilton Township, declaring a nuisance and declaring an emergency.

Roll call as follows: Mark Sousa Yes

and well-being of residents. Mr. Wright clarified that trucking uses are currently permitted in M-1 and M-2 zoning districts. He also shared that Hickory Capital plans to construct a flex storage facility on Grandin Road near the existing Truck Base and install a connecting roadway between State Route 48 and Grandin Road.

Joe Geraci, a long-time resident who has worked on multiple development projects in the Township and previously served on the Board of Zoning Appeals and Zoning Commission, spoke regarding the amendment. He referenced his prior development of Enterprise Way and Venture Way through a TIF, which now includes multiple tenants and businesses. Mr. Geraci requested clarification on what qualifies as a “truck parking” and whether constructing a building would allow truck parking as an accessory use, as he is considering expansion and purchasing adjacent property.

Mr. Sousa clarified that the amendment is not intended to impact warehouse or industrial buildings with accessory truck parking, but rather new properties used solely for semi-truck storage. Mr. Geraci stated there is strong demand for trucking-related uses and expressed concern that the amendment language appeared vague. Mr. Cordrey explained that the action approved is a six-month moratorium to allow time to initiate and evaluate a potential text amendment, which may or may not ultimately be adopted. The purpose is to temporarily pause expansion of stand-alone truck parking facilities.

Mr. Geraci noted that he currently permits truck parking and acknowledged that such uses require oversight. He stated he is working with the Truck Base across the street to improve aesthetics and takes pride in maintaining his property. He suggested implementing landscaping requirements, such as perimeter mounding and trees, for these types of businesses. He added that he has a meeting scheduled with Zoning Director Cathy to discuss expansion plans and landscaping and expressed interest in assisting with future zoning and landscaping requirements.

Mr. Sousa and Mr. Cordrey reiterated that the primary concern prompting the moratorium is the overall volume of trucks and related legal and enforcement issues associated with stand-alone truck parking operations.

Mr. Sousa closed the floor to public comments at 7:06 PM.

Fiscal Officer's Report

Fiscal Officer Elliott presented the January finance report.

At the end of January, the Township is approximately 8% through the fiscal year. Revenue collected is 6% of the annual budget, and expenditure is 11% of the budgeted amount. Both figures are on track for this point in the year.

She explained that any negative balances shown in unencumbered funds are due to funds being committed through purchase orders and contracts issued at the beginning of the year. Additionally, property tax settlements, which are received in the spring and fall, have not yet been collected and account for the remaining variance.

Administrator's Report

Administrator Wright reported that the developers for Aldi are on sight, now installing steel and on track to open this year.

Medic 76 is now fully in service, noting that emergency vehicle production continues to face delays, with a current two-year turnaround from order to full outfitting. Due to recent retirements and part-time departures, the Fire Department has two full-time vacancies; however, 40 applications have been received.

He shared that Parks Director Nicole Earley submitted a State Capital Bill grant application to help fund a trailhead parking lot, connection, and signage at the northeast corner of Mounts Park along the Little Miami Bike Trail. Tree clearing has also begun for the Mounts Park stream stabilization project.

Public Works has received a long-awaited replacement dump truck, which will improve efficiency during snow events. Additionally, due to space constraints in the 25-year-old Police Department facility, interior space has been reconfigured to accommodate the Detectives Division. The March 4 Trustees meeting will include the swearing-in of three new officers and recently promoted Sergeant Elzey.

Work Session- Freedom Parade

Director Earley stated that while the current July 4th event is successful, the Township would like to recognize the 250th birthday of America in a more significant way this year. She recommended holding the celebration from 5:00–10:00 PM on the Saturday prior to July 4th to allow for improved staffing and stronger participation, given competing events in surrounding communities.

Mr. Cordrey thanked Director Earley and staff for the detailed report outlining pricing and scheduling options. He expressed support for creating a festival of the Township's own and agreed that moving the event to the Saturday prior would be beneficial. He also suggested including a tribute band and thanked Trustee Rozzi for offering to donate fireworks for the event.

Mr. Sousa asked whether community engagement would be better scheduled before or after the main event. Mr. Cordrey suggested holding them afterward due to the already tight event schedule.

Director Earley thanked the Board for their support and confirmed that this year's event has been moved from July 4th to June 27.

Trustee Comments

Mr. Cordrey reported that he attended the push-in ceremony at Fire Station 76 and described it as a well-attended and successful event. He expressed interest in continuing similar Fire events in the future. He also attended the OTA Conference, noting that property taxes were a major topic of discussion. He reminded the public that only approximately 15–18% of property tax revenue comes to the Township, with the majority going to the schools and county. Additionally, he shared that he was elected to serve on the CLOUT Board as one of four representatives for a four-year term.

Mr. Sousa stated that he also attended the push-in ceremony and was impressed by the strong community turnout. He added that he is very pleased with the new graphics on the fire vehicles.

Executive Session

Mr. Sousa made a motion with a second from Mr. Cordrey to adjourn into executive session at 7:23 PM in accordance with ORC 121.22(G)(1) to discuss the employment of a public employee.

Roll call as follows:	Darryl Cordrey	Yes
	Mark Sousa	Yes

Mr. Cordrey made a motion with a second from Mr. Sousa to come out of the executive session at 7:57 PM.

Roll call as follows:	Darryl Cordrey	Yes
	Mark Sousa	Yes

Adjournment-

Mr. Cordrey made a motion with a second from Mr. Sousa to adjourn at 7:57 PM.

Roll call as follows:	Mark Sousa	Yes
	Darryl Cordrey	Yes



Administrator - 3/4/26 Trustee Meeting

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

Motion to approve Resolution 26-0304A, a resolution approving the contract to create the Hamilton Township – City of Lebanon Joint Economic Development District.

A Joint Economic Development District (JEDD) is an economic development tool that has existed in Ohio since 1993 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 properties near the intersection SR 48 and US 22/3, Towne Center Boulevard and Grandin Road. 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 while 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. Towne Center Boulevard will now be able to be extended to intersect Grandin Road west of SR 48. This will improve traffic flow and options for motorists while increasing the development of light industrial property in that area. Included is a vacant 11-acre property on Grandin Road that is zoned industrial. The new owner of the property has accepted an offer to sell it for development to Hickory Capital Group, who plans on developing eight buildings for multiple tenants with room for up to 52 new businesses.

We have cooperation from the City of Lebanon 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 March 4th Board meeting. Lebanon's staff and City Council are working through a similar process, and I anticipate it taking action to execute the JEDD Contract.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on March 4, 2026, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

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

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

**HAMILTON TOWNSHIP, WARREN COUNTY, OHIO
RESOLUTION NUMBER 26-0304A**

**A RESOLUTION APPROVING THE CONTRACT TO CREATE THE HAMILTON
TOWNSHIP – CITY OF LEBANON 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 City of Lebanon, Warren County (the “**City**”) and Hamilton Township, Warren County, Ohio (the “**Township**”) have negotiated and intend to enter into the Hamilton Township – City of Lebanon 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 – Lebanon 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 City; and,

WHEREAS, on January 21, 2026, the Board of Trustees of the Township, passed Resolution No. 26-0121C 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 is receiving signed JEDD Petitions from additional property owners and business owners within the proposed JEDD, 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 City 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 City 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 City, 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.

SECTION 4. The Fiscal Officer shall retain on file a copy of the Contract and its exhibits, including (i) the Economic Development Plan; (ii) the JEDD map; and (iii) R.C. Sections 715.72 through 715.82 as effective on the date of the executed Contract.

SECTION 5. This Board of Trustees hereby finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions occurred in meetings open to the public, in compliance with Ohio’s Sunshine Laws, including R.C. Section 121.22.

SECTION 6. This Resolution shall be effective at 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 March, 2026.

Attest:

Leah Elliott, *Fiscal Officer*

Approved as to form:

Benjamin J. Yoder, *Law Director*

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 March 4, 2026.

Date: _____

Leah Elliott, *Fiscal Officer*

EXHIBIT A

Hamilton Township-Maineville Joint Economic Development District Contract

[See Attached]

**HAMILTON TOWNSHIP-CITY OF LEBANON
JOINT ECONOMIC DEVELOPMENT
DISTRICT**

**JOINT ECONOMIC
DEVELOPMENT DISTRICT
CONTRACT**

Dated
as of
_____, 2026

**HAMILTON TOWNSHIP- CITY OF LEBANON JOINT ECONOMIC DEVELOPMENT
DISTRICT CONTRACT**

This HAMILTON TOWNSHIP-CITY OF LEBANON Joint Economic Development District Contract (the “Contract”) is made and entered into as of _____, 2026 (the “Effective Date”), by and among the Township of Hamilton, Warren County, Ohio (the “Township”), and the City of Lebanon, Ohio (“City”) in accordance with the terms and provisions set forth herein.

RECITALS

A. The Township and the City intend to enter into this Contract to create and provide for the operation of the Hamilton Township-City of Lebanon Joint Economic Development District (the “District”) in accordance with Section 715.72 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 City are nearly contiguous communities, and the Township and the City are located entirely in Warren County, Ohio (the “County”).

C. The legislative authorities of the Township and the City have each authorized and directed the Township and the City, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City of Lebanon City Council on _____, 2026, and Resolution No. _____, adopted by the Hamilton Township Board of Township Trustees on _____, 2026.

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

Section 1. Creation of District: Name. The Township and the City, 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- City of Lebanon 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 City of Lebanon, 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 City 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 City 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 City, 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 City 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 City 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 City each agree to provide services and improvements to the District to facilitate economic development in the District. The Township and the City 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 City 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 City agree that the SR 48 Improvements will further economic development and employment opportunities within the District. Neither the Township nor the City 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 City 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 City'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 City does not include a financial commitment, and does not require the City to expend money. Each of the Township and the City 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.

(f) The Township shall provide marketing and promotions of available commercial sites and spaces for lease and sale.

(g) The Township may provide additional wayfinding, landscaping, pocket parks, gateway features, and maintenance of said items within the District.

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 City and serving per Section 715.72(P)(1)(a) of the Ohio Revised Code (the "City Member"); one member appointed by the City 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 City 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 City Member may be a City elected official or employee, selected by the City Council of the City. 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 City of Lebanon 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 three 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 three 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 City's 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 City, 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 City, provided that the Board is authorized to incur obligations and liabilities exceeding \$250 for the costs for any required audit of financial records and the procurement of liability insurance for the District and its Board or Officers.

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 City 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 be granted by the County, or the granting Community Reinvestment Area exemptions pursuant to Section 3735.65 et seq. of the Ohio Revised Code. The City 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 City.

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 and one-half percent (1.5%) 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 City 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 715.72(F)(5)(c) the Board, at its first meeting, shall enter into a JEDD income tax collection agreement by and between the Board and the City, detailing the terms under which the City shall (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 City's Auditor 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 City shall receive monthly a service fee equal to the actual expenses incurred in the previous month by the City in connection with administering, collecting, and enforcing of tax revenues, provided that the City 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 City'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 20th day of each month Distributable Revenue from the prior month shall be paid to the Contracting Parties as follows: 20% to the City, and 80% to the Township.

(f) The income tax revenues are to be used by the District, the Township and the City to encourage and support the operations of the District or in the Township or in the City, 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 City of Lebanon Income Tax Ordinance No. 2023-116, 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 “City of Lebanon Income Tax Ordinance”), to apply to the District income tax. A copy of the City of Lebanon Income Tax Ordinance is attached hereto as Exhibit B. The Board shall modify the provisions of the City of Lebanon Income Tax Ordinance as set forth on the attached Exhibit B. In the event that the City amends any provision of the City of Lebanon 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 City of Lebanon 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 City of Lebanon 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.

(i) 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 City of Lebanon Income Tax Ordinance which may provide to the contrary.

(j) For purposes of clarity, the Township and the City specifically agree that the provisions of Section 152.081 of the City of Lebanon Income Tax Ordinance, as may be amended, updated or superseded from time to time, shall not apply to persons residing within the District, and the Board shall not pass any resolution providing for any crediting of taxes paid to other municipalities regarding persons residing within the District so long as this Contract is in effect.

(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 City 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 City 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 City 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 City 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 City 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 City and the Township within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 14. Support of Contract. The Township and the City 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 City 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 City 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 City 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 Section 715.72 of the Revised Code. In the event that Section 715.72 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 Section 715.72 of the Ohio Revised Code existing on the date of this Contract or the provisions of Section 715.72 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 City 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 City 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 City 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.

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 the SR 48 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 SR 48 Improvements 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 SR 48 Improvements 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 City 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

CITY OF CITY OF LEBANON OF LEBANON

By: _____
City Mayor

Approved as to Form By:

City Solicitor

FISCAL OFFICER’S CERTIFICATE

The undersigned, fiscal officer of the City of Lebanon (the “City”) under the foregoing Joint Economic Development District Contract, hereby certifies that the moneys required to meet the obligations of the City during the year 2025 under the Contract have been lawfully appropriated by the City for such purposes and are in the treasury of the City 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: _____, 2026

Auditor, City of Lebanon

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:

1605200001	1611200022	1735200040	1605277023
1605251038	1611300023	1605277021	
1605277018	1724200025	1611230010	
1605277019	1605277020	1611230006	
1611200001	1603179004	1605277022	

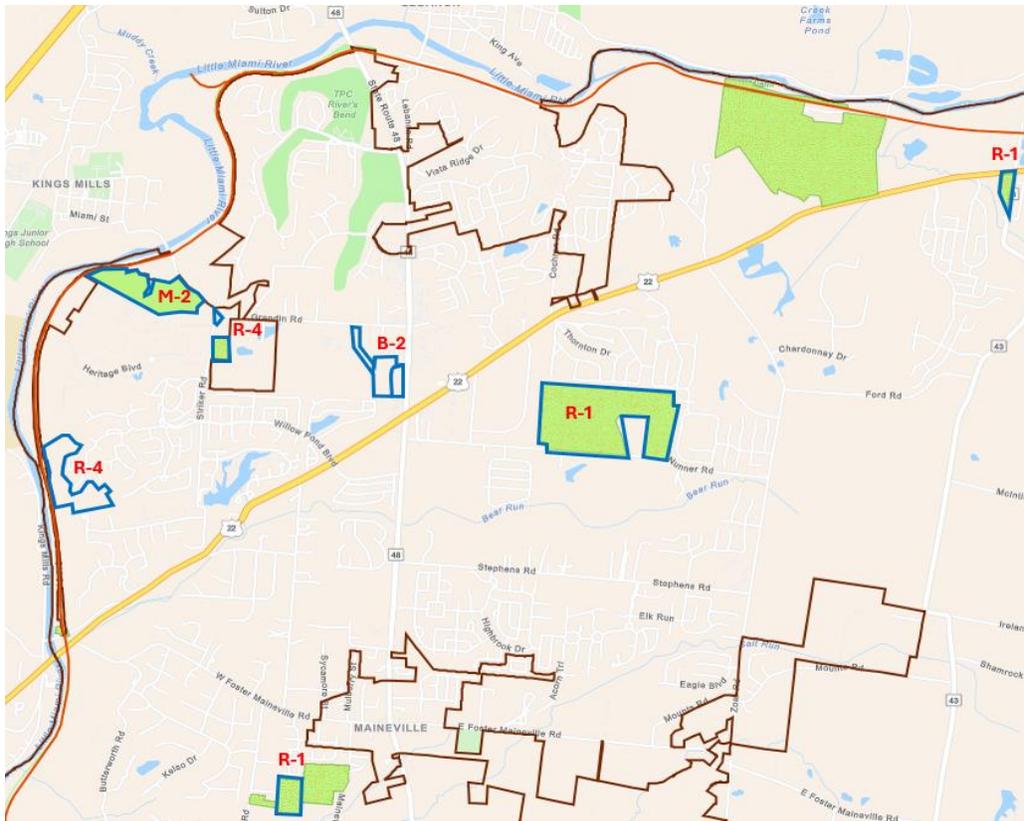


EXHIBIT B
CITY OF LEBANON INCOME TAX ORDINANCE

[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 - City of Lebanon 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 City of Lebanon (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 south of the City of Lebanon. The Township will provide police, fire, and emergency medical protection services. JEDD Income Tax collection services will be provided by the City.

The JEDD is a collaborative approach between the Township and the City 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 City, 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

PHASE I SR 48 IMPROVEMENTS BUDGET

Description	Quantity	Unit	Unit Price	Total
Utilities for Lots 2, 3, and 4	1	1	\$140,586.00	\$140,586.00
Removal of abandoned sanitary sewer line on Lot 4	1	1	\$7,880.00	\$7,880.00
Towne Center Blvd.	1	1	\$353,463.34	\$353,463.34
Improvements Sub-Total				\$464,689.80
Engineering & Permits				\$97,400.00
Legal Costs of Developer and Township				\$60,000.00
Construction Management Fee				\$30,512.80
Grand Total				\$689,842.14

PHASE II SR 48 IMPROVEMENTS BUDGET

Description	Quantity	Unit	Unit Price	Total
Site Preparation (Clearing, stripping, cut/fill, mucking, grading)	1	LS	\$556,096.00	\$556,096.00
Erosion Control	1	LS	\$43,445.00	\$43,445.00
Storm Sewer (Pipe, CB's, Headwalls, Rock Channel Protection)	1	LS	\$90,747.50	\$90,747.50
Concrete (curb, underdrain)	1,837	LF	\$54.10	\$99,381.70
Pavement (Asphalt drive/path, underdrain, guardrails, ramps)	1	LS	\$323,536.50	\$323,536.50
Daycare Storm Sewer (Pipe, CB's, MH's, Headwalls & restoration)	1	LS	\$80,120.00	\$80,120.00
Remove existing sanitary sewer	844	LF	\$44.00	\$37,136.00
Waterline (Connect, 8" water, FH's, inspections)	1	LS	\$116,935.00	\$116,935.00
Traffic Maintenance	1	LS	\$15,000.00	\$15,000.00
Mobilization	1	LS	\$10,500.00	\$10,500.00
Improvements Sub-Total				\$1,372,897.70
Contingency				\$274,580.00
Engineering & Permits				\$56,000.00
Construction Field Testing				\$42,000.00
Construction Management Fee				\$96,102.84
General Conditions				\$68,644.89
Performance & Payment Bond				\$54,915.91
GRAND TOTAL				\$1,965,141.33

EXHIBIT E

Anticipated Sources and Uses of Funds

Funds are anticipated to be collected pursuant to a tax increment financing program established by Hamilton Township pursuant to Resolution No. 2023-0906D, passed by the Board of Township Trustees of Hamilton Township on September 6, 2023.

EXHIBIT F

Estimated Construction Completion Date

1. Phase I of the SR 48 Improvements are estimated to be completed no later than January 1, 2026.
2. Phase II of the SR 48 Improvements are estimated to be completed no later than January 1, 2029.



Office of Chief of Police
03/4/26 Trustee Meeting

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

Motion to approve Resolution 26-0304B, a resolution authorizing private sale of unneeded and unfit-for-use property in the Police Department.

This property involves vehicles, which were recently impounded, and their titles signed over to the police department. Most of these vehicles were ‘totaled’ in car crashes, and/or the value of the vehicle exceeds the tow bill.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on March 4, 2026, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

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

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 26-0304B**

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

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

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

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>
2010	Mazda	3	JM1BL1SF9A1189668
2003	Toyota	RAV 4	2T1KR30E27C631778

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

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

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

NOW THEREFORE BE IT RESOLVED, that the above-listed property shall be sold, by private sale, without advertisement or public notification.

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

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

Resolution adopted this 4th day of March 2026.

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 March 4, 2026.

Date: _____

Leah M. Elliott, *Fiscal Officer*



Office of Township Administrator
3/4/26 Trustee Meeting

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

Motion to approve Resolution 26-0304C, a resolution authorizing the transfer from the General Fund (1000) to the EMS Billing Fund (2284) in 2026 and declaring an emergency.

Staff is requesting approval to transfer \$35,000 from the General Fund (1000) to the EMS Billing Fund (2284) for the purchase of a 2021 Ford F-150 that will be assigned to the new Planner/Code Enforcement Officer position.

The vehicle was originally purchased by the Fire Department in 2022 for \$31,840, with an additional \$16,405 invested in upfitting, including emergency lighting and graphics. The proposed transfer amount of \$35,000 represents an equitable value for the vehicle.

Approving this transfer will result in cost savings for the Zoning Department by eliminating the need to purchase and outfit a new vehicle. In addition, the truck is expected to provide an additional 12–15 years of service based on its intended use. The existing white and blue graphics align with the Township’s color scheme and already display the official H-T logo, further avoiding additional branding expenses.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 pm on March 4, 2026, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

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

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 26-0304C**

**A RESOLUTION AUTHORIZING THE TRANSFER FROM THE GENERAL FUND
(1000) TO THE EMS BILLING FUND (2284) IN 2026, DECLARING AN EMERGENCY.**

WHEREAS, the Board of Trustees of Hamilton Township, Warren County, Ohio has desires to transfer funds from the General Fund to the EMS Billing Fund; and

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

SECTION 1. That the Assistant Fiscal Officer is authorized to transfer funds from the General Fund 1000-910-910-0000 in the amount of: \$35,000.00 to the EMS Billing Fund 2284-931-000.

SECTION 2. This Board hereby determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations related to the action talked herein were conducted in meeting open to the public pursuant to law.

SECTION 3. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Township, and therefore this Resolution shall be in full force and effect immediately upon its adoption without further public reading.

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

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

Resolution adopted this 4th day of March, 2026.

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 March 4, 2026.

Date: _____

Leah M. Elliott, *Fiscal Officer*



Planning and Zoning Director
03/04/2026 Trustee Meeting

The following motion is requested by the Board of Hamilton Township Trustees from the Planning and Zoning Director Cathy Walton

Motion to approve Resolution 26-0304D, a resolution initiation of certain text amendments to the official zoning resolution of Hamilton Township, Warren County, Ohio.

This motion is only to initiate the process for making text amendments to the zoning code. The proposed amendments will address lighting in residential zoned districts.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 pm on March 4, 2025, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

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

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 26-0304D**

**RESOLUTION INITIATION CERTAIN TEXT AMENDMENTS TO THE OFFICIAL
ZONING RESOLUTION OF HAMILTON TOWNSHIP, WARREN COUNTY, OHIO**

WHEREAS, The Hamilton Township Board of Trustees are empowered by Ohio Revised Code 519.12, and Sections 2.3.1 and 3.7.1 of the Hamilton Township Zoning Resolution (the HTZR), to initiate amendments to the HTZR text;

WHEREAS, the Board of Trustees has determined , in consultation with Township Zoning staff, that it is necessary and desirable to amend certain provisions of the HTZR;

WHEREAS, the Board of Trustees hereby initiates certain amendments to the HTZR text pursuant to this Resolution.

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

SECTION 1. The Board of Trustees hereby initiates certain text amendments to the HTZR; which amendments shall include those that the Township Planning and Zoning Director and Zoning Commission may find are in the public interest during the HTZR amendment process.

SECTION 2. Within five days of the certification of this Resolution, the Township Planning and Zoning Director is hereby instructed to transmit a copy of the Resolution to the Warren County Regional Planning Commission for review of the proposed text amendments and recommendations as to whether they should be modified and/or adopted by the Township.

SECTION 3. The Township Planning and Zoning Director is further instructed to certify a copy of this Resolution to Zoning Commission so that the Commission may set a date for a public hearing regarding the proposed text amendments. At the conclusion of such hearing, Zoning

Commission shall issue the Board of Trustees a recommendation as to whether the text amendments should be approved, approved with modifications, or denied.

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

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

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

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

Resolution adopted this 4th day of March 2026.

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 March 4, 2026.

Date: _____

Leah M. Elliott, *Fiscal Officer*



**Office of Public Works
3/4/2026 Trustee Meeting**

The following motion is requested by the Board of Hamilton Township Trustees from the Public Works Department:

Motion to approve the purchase of a cemetery deed as presented to the board.

- Cemetery Deed –
 - Robert Meyers purchased Lot 119 grave 6 in Maineville Addition, deed number 2026-2

Budget Impact: N/A

Deed For Cemetery Lot

Rev. Code, Sects. 517.07,.14; 759.12,31

Deed Number. # 2026-2

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned Trustees of Hamilton Township, Mark Sousa, Joe Rozzi, Darryl Cordrey, in the County of Warren and State of Ohio, for and in consideration of the sum of **\$ 1,200 Dollars**, to us paid by Robert Meyers Current Address: 8036 Sycamore St. Maineville, Oh 45039 the receipt whereof is hereby acknowledged, do hereby **GRANT, BARGAIN, SELL AND CONVEY** to the said:

Robert Meyers

and HIS/HER/THEIR heirs forever the following described lot or parcel of land in **Maineville Addition : Lot: 119 Grave 6** as described upon the plat of said Cemetery, on file in the office of the Administration of said TO HAVE AND TO HOLD the same to the said

Robert Meyers

and HIS/HER/THEIR heirs, to be used for the purposes of burial only, subject to the laws of this State regarding Cemeteries and the rules an regulations of the officers having control of said Cemetery.

In Witness Whereof, We have hereunto set our hands on this 4th day of March A.D. 2026

Signed and Acknowledged in presence of

in Warren County, Ohio.

**** The State of Ohio, Warren County, ss.**

Be It Remembered, That on this 4th day of March A.D. 2026 before me, the subscriber, a **Notary Public** in and for said County, personally came the above named Trustees of Hamilton Township in Warren County, State of Ohio, and as such officers, acknowledged the signed and sealing of the foregoing conveyance to be their voluntary act and deed, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, on the day and year last aforesaid.
