



## **TRUSTEE MEETING AGENDA 3/06/2024**

**6:00 PM**

- Roll Call
- Pledge of Allegiance
- Approve of the Clerk's Journal as the Official Minutes of the February 21<sup>st</sup> Board of Trustees special meeting.
- Bills before the Board

### **Presentation-**

- Warren County Sheriff Larry Sims
- Ms. Traci Stivers, Director of Community Relations for Butler, Clermont & Warren Counties Workforce (Ohio Means Jobs)

### **Work Session**

- Noise Resolution
- Semi-Trucks and Parking Regulations

### **Public Comments**

### **New Business**

#### **Resolutions**

- Resolution No. 2024-0306A – Article V Convention of State
- Resolution No. 2024-0306B- Reciprocal Easement and Subsequent Easement Agreement with Beaver Creek Site Management, LLC.
- Resolution No. 2024-0306C– Authorizing Private Sale of Unneeded and Unfit-For-Use Property

#### **Motion –**

- Motion to approve Professional Engineering Services for the Mounts Park Stream Restoration and Improvement Project
- Motion to authorize and Concession Stand Agreement with William Barnhill at Testerman Park for 2024

### **Human Resources**

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

### **Public Comments**

### **Fiscal Officer's Report**

### **Administrator's Report**

### **Trustee Comments**

### **Executive Session**

### **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 Special Trustee Meeting Retreat 2024**

February 21, 2024

Trustee Board Chairman, Darryl Cordrey, called the meeting to order at 8:30 a.m. Mr. Rozzi, Mr. Sousa and Mr. Cordrey were present.

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

The *Pledge of Allegiance* was recited by all.

A motion was made by Mr. Cordrey, with a second by Mr. Rozzi, to approve the clerk's journal and accept the tapes as the Official Meeting Minutes of the February 6, 2024, Trustee Meeting.

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

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

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

### **Public Comments**

Mr. Cordrey opened the floor to public comments, in which there were none.

### **Work Session**

Township Administrator, Mr. Wright, introduced the agenda for the meeting.

### **Budget Overview**

Ellen Horman gave an update on all Township Funds.

Mr. Wright provided an update for the Redtree and CF Bank accounts. The focus in 2024 will be positioning the portfolio to benefit from the current interest rate environment. This involves buying longer-term securities that will provide a consistent income stream for not only this year, but for future years to come.

Mr. Sousa asked Ms. Horman if there were enough funds in the primary bank account.

Ms. Horman responded by saying yes, however it is up to the Board if they want to increase the amount.

#### Fire Department

Chief Jewett spoke about the major accomplishments they completed in 2023.

- Training Tower at Marr Park that is used weekly by the Fire Department
- Finalized updated specifications for Ladder 76.
- New ambulance has an estimated November delivery date.
- Promotion of two lieutenants, two captains, and a new Division Chief in charge of training.

Chief Jewett covered all the statistics for 2023. Lastly, Chief Jewett explained the needs for staffing and equipment that he intends to obtain with the help from federal grants in the upcoming years.

#### Police Department

Chief Hughes went over the statistics for 2023. He mentioned the Impound Lot profit for 2023 is an estimated \$90,000, with the expectation for 2024 to be at least \$100,000. He explained the need for an updated fleet in the next coming years and asked the Board to have a discussion soon on how the department will cover the cost of the new vehicles.

#### Public Works Department

Mr. Wright presented a need for a new Public Works Department building. The current location at Testerman Park is not sustainable for the workload and fleet coverage that is required due to the growing Township. The proposed location for the new building would be between the Administration/Police Department and Station 76. Mr. Wright is reaching out to Criteria Architects, surveyors, and the county for plans and environmental testing.

#### Mounts Park Update



The Board and Mr. Paul Goodhue from Goodhue Consulting discussed the draft proposal from Stantec for the Stream Restoration and Improvement Project. Mr. Goodhue and the Trustees agreed that more information needs to be provided by Stantec before an agreement is reached and will revisit the proposal in the March 6<sup>th</sup> Trustee Meeting.

### Parks and Recreation

Ms. Nicole Earley went over the Marr Parks improvements for 2023. The park will now offer residents and nonresidents to rent a four-by-four garden box. She recommended a plot price of twenty-five dollars for residents and thirty-five for nonresidents. Public Works will add a parking area specifically for the gardeners. The Fire Department will install a water line for the training tower that will be accessible to fill a water tank for the gardeners use. She gave an updated status on the Marr Park Trail; the Chamber Alliance recommended the project to our State Representative and will be addressed at the House and Senate mid-March. Ms. Earley mentioned for the State Capital Grant the funds will go to a limestone path and four benches around the walking trail. Testerman park will have improvements and repairs made to the basketball, tennis, and two pickleball courts with the NatureWorks grant fund. Nicole is currently researching neighboring districts and is in contact with local nurseries and garden centers to incorporate memorial trees and benches throughout the parks.

### Zoning and Planning

Cathy Walton introduced the iWork Zoning Software to the Trustees. She explained that staff and iWorQ are in the end phases of development. Once complete, residents will have the ability to apply for a zoning application and violations on the Township's website. Ms. Walton is updating the text amendments with emphasis to site plan reviews, landscape requirements, and deck setbacks. Ms. Walton discussed the need for training and bylaws for the new and long-term Board of Zoning Appeals members.

### Economic Development

Mr. Wright discussed a revision to the Economic Development page on the Township's webpage to have "Available Properties" visible to potential businesses. He would like an Economic Development Study to decide the types of retail, restaurants, medical and professional offices, and uses that we have a deficiency in. Mr. Wright and Ms. Walton are wanting to develop a Business Retention Program to build better relationships with Township businesses.

### Human Resources

Ms. Cheryl Allgeyer went over the 2023 Human Resource Retention statistics. She is steadily transitioning employees to Paycor, to date 30% of employees have integrated. Ms. Allgeyer gave an update on 2023 employment enrollments, promotions, and current vacancies. Hamilton

Township has partnered up with Little Miami School District for the High School Student Work Study. The Administration has four interns, two seniors with an interest in Business Administration and two students within the Structured Resource Room. The Fire Department has two interns, one from Little Miami High School and the other from the Warren County Career Center. In 2024, Human Resource will develop a new supervisor position in Public Works and update the Personnel Handbook & Job Descriptions.

### **New Business**

Motion- Motion to approve the purchase of a Cemetery Deed

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve the purchase of a Cemetery Deed.

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

Motion- Motion to approve the proposed fees for the Community Garden at Marr Park

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve the proposed fees for the Community Garden at Marr Park.

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

### **Trustee Comments**

Mr. Cordrey thanked the staff for their hard work and hearing the Boards questions and concerns.

Mr. Rozzi thanked the staff for their work in putting together the meeting and presentation.

Mr. Sousa mentioned he predicts residents to attend the March 6<sup>th</sup> Trustee Meeting expecting updates on the noise ordinance and dog barking resolutions. He thanked the staff for their hard work in the preparation of the meeting.

### **Adjournment**

With no further business to discuss, Mr. Cordrey made a motion with a second from Mr. Rozzi to adjourn at 2:20 pm.

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



## **Administrator - 3/6/24 Trustee Meeting**

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

**Motion to approve Resolution 24-0306A- a resolution urging the Ohio General Assembly to take all necessary action to add Ohio to the roll of states which have adopted resolutions to trigger an Article V Convention of States.**

At the February 6<sup>th</sup> Board meeting, resident Paul Sisk presented an idea to the Board requesting that this body pass a resolution in support of an Article V Convention of States. Having previously considered this request in September of 2023, the Board directed staff to prepare a resolution urging the Ohio Legislature to add our State to the list of states desiring a Convention of the States to increase accountability and limit the power of the federal government. This resolution has been prepared by our Law Director for your consideration.

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

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

Mr. \_\_\_\_\_ introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 24-0306A**

**A RESOLUTION URGING THE OHIO GENERAL ASSEMBLY TO TAKE ALL  
NECESSARY ACTION TO ADD OHIO TO THE ROLL OF STATES WHICH HAVE  
ADOPTED RESOLUTIONS TO TRIGGER AN ARTICLE V CONVENTION OF  
STATES**

**WHEREAS**, the Founders of the Constitution of the United States empowered State Legislators to be guardians of liberty against excessive use of power by the federal government;

**WHEREAS**, the federal government has created a crushing national debt through improper and imprudent spending and this debt is now and will continue to have a negative effect on the people of Hamilton Township;

**WHEREAS**, the federal government has ceased to operate under a proper interpretation of the Constitution of the United States and that these actions are overall detrimental to the people of Hamilton Township;

**WHEREAS**, the federal government has invaded the legitimate roles of the States through the manipulative process of federal mandates, most of which are unfunded to a great extent and ultimately must be paid, in part, by residents of Hamilton Township; and

**WHEREAS**, it is the solemn duty of the States to protect the liberty of our people, particularly for the generations to come, by proposing Amendments to the Constitution of the United States through a Convention of the States under Article V to place clear restraints on these and related abuses of power;

**NOW THEREFORE BE IT RESOLVED**, that the Board of Township Trustees of Hamilton Township, Warren County, Ohio calls upon the Ohio General Assembly, especially Senator Steve Wilson and Representative Scott Lipps, to hereby apply to Congress, under the provisions of Article V of the Constitution of the United States, for the calling of a Convention of the States limited to proposing amendments that impose fiscal restraints on the federal government, limit the power and jurisdiction of the federal government, and limit the terms of office for its officials and Members of Congress of the United States;

**BE IT FURTHER RESOLVED**, that this application should constitute a continuing application in accordance with Article V of the Constitution of the United States until the legislatures of at least two-thirds of the several States have made applications on the same subject;

**BE IT FURTHER RESOLVED**, the Hamilton Township Board of Trustee call on the Ohio General Assembly, especially Senator Steve Wilson and Representative Scott Lipps, to adopt this resolution expressly subject to reservations, understandings, and declarations, including:

- An application to the Congress of the United States to call a Convention of the States to propose amendments to the Constitution of the United States pursuant to Article V of the Constitution of the United States confers no power to the Congress other than the power to call such a Convention;
- The power of the Congress of the United States to exercise this ministerial duty consists solely of the authority to name a reasonable time and place for the initial meeting of a Convention; the Congress of the United States shall perform its ministerial duty of calling a Convention of the States for proposing amendments only upon the receipt of applications for a Convention of the States for the substantially same purpose as this application from two-thirds of the legislatures of the several States; the Congress of the United States does not have the power or authority to determine any rules for the governing of a Convention of the States for proposing amendments called pursuant to Article V of the Constitution of the United States; the Congress of the United States does not have the power to set the number of delegates to be sent by any State to such a Convention, nor does it have the power to name delegates to such a Convention;
- The power to name delegates remains exclusively within the authority of the legislatures of the several States;
- By definition, a Convention of the States means that the States shall vote on the basis of one state, one vote;
- A Convention of the States for proposing amendments to the Constitution of the United States convened pursuant to this application shall be limited to consideration of the topics specified herein and no other;
- This application should be made with the express understanding that an amendment that in any way seeks to amend, modify, or repeal any provision of the Bill of Rights shall not be authorized for consideration at any stage; this application should be void ab initio if ever used at any stage to consider any change to any provision of the Bill of Rights; pursuant to Article V of the Constitution of the United States, the Congress of the United States may determine whether proposed amendments shall be ratified by the legislatures of the several States or by special state ratification conventions;

**BE IT FURTHER RESOLVED**, the Hamilton Township Board of Trustees calls on the Ohio General Assembly, especially Senator Steve Wilson and Representative Scott Lipps, to recommend that the Congress of the United States select ratification by the legislatures of the several States; the Ohio General Assembly may provide further instructions to its delegates and may recall its delegates at any time for a breach of a duty or a violation of the instructions provided.

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

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

Resolution adopted on this 6th day of March 2024.

Attest:

\_\_\_\_\_  
Kurt Weber, *Fiscal Officer*

Approved as to form:

\_\_\_\_\_  
Ben Yoder, *Law Director*

I, Kurt 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 March 6th, 2024.

Date: \_\_\_\_\_

\_\_\_\_\_  
Kurt Weber, Fiscal Officer



## **Administrator - 3/6/24 Trustee Meeting**

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

**Motion to approve Resolution 24-0306 B- a resolution authorizing the Township Administrator to enter into an agreement for reciprocal easement and subsequent easement agreement with Beavercreek Site Management, LLC and declaring an emergency.**

Beavercreek Site Management, LLC has a property under contract in South Lebanon fronting Grandin Road and Striker Road on which it plans to develop a single-family residential neighborhood. The subject site borders the Township property on Striker Road that was formerly used as the community garden.

Beavercreek has asked for a sanitary sewer easement so that they can extend public sanitary sewer from offsite, through the Township parcel, to provide sewer to their proposed development. They are requesting a 20 feet wide permanent easement and a 40 feet wide temporary construction easement to use for the proposed sewer to be located on the southeast corner of the Township property. The Township would benefit from having sewer located on our property as it would increase the value of our site for either our future purposes or to possibly sell the site in the future to a private user. In addition to increasing the value of our site, there are a few other public benefits that we have negotiated in the proposed easement agreement.

The first is that Beavercreek would pay the Township \$5,000 when it closes on the purchase of the property for its proposed development. The second benefit to the public is that another condition of the easement is that Beavercreek shall install emergency access bollards within the right-of-way of Honeysuckle Lane to prevent an influx of cut-through traffic from the proposed development into the existing Willow Pond neighborhood. The proposed development has one access each from Striker and Grandin roads and the emergency access bollards could be used in the future if a second access is needed temporarily for emergency response by our Fire or Police Departments.



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

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

Mr. \_\_\_\_\_ introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 2024-0306B**

**A RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO ENTER  
INTO AN AGREEMENT FOR RECIPROCAL EASEMENT AND SUBSEQUENT  
EASEMENT AGREEMENT WITH BEAVERCREEK SITE MANAGEMENT, LLC AND  
DECLARING AN EMERGENCY**

**WHEREAS**, the Board of Township Trustees is the owner of certain real property identified as Warren County Parcel No. 1611200022 (the “Township Property”); and,

**WHEREAS**, Beaver Creek Site Management, LLC (“Grantee”) is under contract to purchase an adjacent parcel identified as Warren County Parcel No. 1605100001 (the “Development Parcel”); and,

**WHEREAS**, Grantee desires a non-exclusive sewer and temporary construction easement over, across, and through the Township Property; and,

**WHEREAS**, Grantee has offered to enter into an Agreement for Reciprocal Easement and subsequent Easement Agreement identifying benefits for both the Township and the Grantee.

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

**SECTION 1.** The Township Administrator, in consultation with the Law Director, is hereby authorized to enter into an Agreement for Reciprocal Easements and subsequent Easement Agreement, each in substantially the same form and upon substantially the same terms as contained in the attached Exhibit A incorporated herein, together with such additional documents as may be reasonably required to effectuate the intent thereof, provided that the Township Administrator may, in consultation with the Law Director require such changes as he or she deems most advantageous to the Township prior to execution.

**SECTION 2.** This Resolution is declared to be an emergency measure necessary for the preservation of the health, safety, and well-being of the residents of the Township and in order to facilitate the grant of the easements described herein.

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

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

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

Resolution adopted this 6th day of March, 2024.

Attest:

\_\_\_\_\_  
Kurt Weber, Fiscal Officer

Approved as to form:

\_\_\_\_\_  
Benjamin J. Yoder, Law Director

I, Kurt 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 March 6, 2024.

Date: \_\_\_\_\_

\_\_\_\_\_  
Kurt Weber, Fiscal Officer

## **AGREEMENT FOR RECIPROCAL EASEMENT**

This Agreement for Reciprocal Easement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Beaver Creek Site Management, LLC, whose address is 8200 Graves Road, Cincinnati, OH 45243 ("Beaver Creek") and Hamilton Township Board of Trustees whose address is 7780 South State Route 48, Hamilton Township, OH 45039 ("Hamilton Township").

**WHEREAS**, Beaver Creek has entered into a Real Estate Purchase Agreement for the acquisition and development of the property more completely described upon the attached Exhibit "A" and hereinafter referred to as the "Irwin Property"; and

**WHEREAS**, Beaver Creek is in the process of completing its development plans for development of the Irwin Property prior to closing on its purchase; and

**WHEREAS**, Beaver Creek has requested of Hamilton Township to grant it a sanitary sewer and temporary construction easement over and across a portion of the Hamilton Township property more completely described upon the attached Exhibit "B"; and

**WHEREAS**, Hamilton Township has requested of Beaver Creek to grant it a Sanitary Sewer and Temporary Construction Easement to be used by Hamilton Township over and across a portion of the Irwin Property, upon Beaver Creek's Acquisition of the Irwin Property and completion of Beaver Creek Sanitary Sewer Facilities, if necessary (defined herein); and

**WHEREAS**, Beaver Creek and Hamilton Township acknowledge that Beaver Creek's due diligence may yet take several months to complete and desire to enter into this Agreement to make easements which will benefit both Hamilton Township and Beaver Creek prior to Beaver Creek's acquisition of the Irwin Property.

**NOW THEREFORE**, the parties agree as follows:

1. Future Grant of Beaver Creek Easement. Immediately upon Beaver Creek closing on the acquisition of the Irwin Property, Beaver Creek shall pay to Hamilton Township the sum of Five Thousand Dollars (\$5,000.00) and Hamilton Township contemporaneously with a receipt of the funds agrees that it shall grant to Beaver Creek a perpetual nonexclusive sanitary sewer easement and temporary construction easement over and across that portion of the Hamilton Township property more fully described and depicted upon the attached hereto Exhibits "C-1", "C-2",

“C-3” (the “Easement Agreement”), and substantially in the form as Exhibit “D” attached hereto

2. Beavercreek Completion of Construction: Notwithstanding anything to the contrary contained herein, Beavercreek shall be permitted to complete installation of the sanitary sewer mains, connections, laterals, etc. (“Sanitary Sewer Facilities”) over and across the Easement Property pursuant to the terms and conditions of the executed and recorded Easement Agreement.
3. The Beavercreek Future Grant of Easement to Hamilton Township: The Easement Agreement is non-exclusive and reflect that upon Beavercreek’s completion of installation of its Sanitary Sewer Facilities, Beavercreek agrees that it shall (upon request by Hamilton Township or its successor in interest) grant Hamilton Township or its successor in interest access to and use of the Beavercreek Sanitary Sewer Facilities for extension of sanitary sewer by Hamilton Township for the use and benefit of Hamilton Township or its successor in interest with respect to any part of the Hamilton Township property.
4. Beavercreek Installation of Bollards: Beavercreek shall cooperate with Hamilton Township for installation of emergency access bollards within the Hamilton Township right of way to prevent traffic flow on Honeysuckle Lane. With Hamilton Township approval of the final plans and proposal regarding type and location of bollards, Beavercreek will (at its sole cost and expense) install the bollards within 60 days after installation of the base course of asphalt of the Honeysuckle Lane connection. After installation, Hamilton Township shall be responsible for maintaining the bollards. The location of the bollards is depicted on Exhibit “E”.
5. Successors and Assigns. The provisions of this Easement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns.
6. Miscellaneous. This Agreement and the Easement Agreement set forth the entire agreement between the parties and there shall be no additional changes hereto unless the same is agreed to by the parties in writing.
7. Severable. In the event of any one or more of the provisions of this Agreement shall for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement or the Easement Agreement and shall be construed as if such invalid, illegal or unenforceable provisions have never been contained herein.

8. Governing Law. This Agreement and the Easement Agreement shall be governed and controlled by the applicable laws of the State of Ohio.

**[SIGNATURE PAGES FOLLOW]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

## Notary Public

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

The foregoing instrument was acknowledged before me, a notary public, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, the \_\_\_\_\_ of Hamilton Township Board of Trustees, on behalf of the Township.

## Notary Public

Exhibit "A"

IRWIN PROPERTY

Exhibit "B"

TOWNSHIP PROPERTY



Exhibit "C"

EASEMENT DESCRIPTION/PLAT

Exhibit "D"

EASEMENT FORM

Exhibit "E"

BOLLARDS

19170962v2

### **SANITARY SEWER EASEMENT AGREEMENT**

This Sanitary Sewer Easement Agreement (the "Easement Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between **HAMILTON TOWNSHIP, OH** ("Hamilton Township"), whose address is 7780 South State Route 48, Hamilton Township, OH 45039, and **BEAVERCREEK SITE MANAGEMENT, LLC**, an Ohio limited liability company, whose address is 8200 Graves Road, Cincinnati, OH 45243 ("Beavercreek") under the following circumstances:

#### **RECITALS**

Hamilton Township is the owner of property identified as Auditor's Parcel Number \_\_\_\_\_, located at \_\_\_\_\_ and more particularly described on Exhibit "A" attached hereto and incorporated herein ("Hamilton Township Property"); and

Beavercreek Site Management, LLC is the owner in fee simple of real property identified as Auditor's Parcel Number \_\_\_\_\_ of the \_\_\_\_\_ County, Ohio Records as more particularly described on Exhibit "B" attached hereto and incorporated herein ("Beavercreek Property"); and

Hamilton Township desires to grant to Beavercreek a non-exclusive sanitary sewer easement and temporary construction easement (collectively, the "Easements") on, over, under and across a portion of the Hamilton Township Property for the use and benefit of the Beavercreek Property, and the owners thereof, upon the terms and conditions set forth in this Easements.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00), and of the terms and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Hamilton Township and Beavercreek hereby agree as follows:

1. Grant of Sanitary Sewer Easement. Hamilton Township does hereby grant to Beavercreek, a non-exclusive sanitary easement on, over, under and across that portion of the Hamilton Township Property as depicted on the Plat attached hereto as Exhibit "C" and incorporated herein, and designated as the "Sanitary Sewer Easement Area". Such Easements shall be for the purpose of constructing, operating, maintaining, tapping into, replacing and/or removing or reinstalling a Sanitary Sewer line, related facilities, pumping equipment and all appurtenances thereto (collectively, the "Sanitary Sewer Facilities") necessary to the operation thereof. Such Easements is

for the benefit of Beavercreek, as well as the owners thereof, and/or any governmental agency having jurisdiction over the Easement, and their successors and assigns. The foregoing Easement shall be subject to the limitations and restrictions hereinafter set forth.

Hamilton Township further grants to Beavercreek, their successors and assigns, the right to cut, trim and remove any trees, overhanging branches, or any other construction within the limits of the Easement, which, in the opinion of Beavercreek, may endanger the continued safety of, or interfere with the construction, operation or maintenance of the Sanitary Sewer Facilities.

2. Temporary Construction Easement. Hamilton Township does hereby grant to Beavercreek a temporary non-exclusive access and construction easement (collectively, the "Temporary Construction Easement") on, over, under and across that portion of the Hamilton Township Property, which Temporary Construction Easement shall be \_\_\_\_ ( ) feet in width depicted on the plat attached hereto as Exhibit "C" ("Temporary Construction Easement Area"), for the purpose of constructing the Sanitary Sewer Facilities. The Temporary Construction Easement shall be for the purpose of accessing, excavating, grating, and storing earth and construction materials and moving and operating construction equipment over and upon the Temporary Construction Easement Area as may be necessary for the construction of the Sanitary Sewer Facilities until the construction is completed; provided, however, that no staging or parking of construction equipment and vehicles shall be permitted. Beavercreek shall complete its construction and installation of the Sanitary Sewer Facilities in an expeditious, workmanlike manner, and in compliance with all applicable rules, laws and regulations. Beavercreek shall complete installation of the sanitary sewer mains, connections, laterals, etc. within 18 months of the commencement of construction of the sanitary sewer facilities. It being understood and agreed that no structures or improvements (except fences lying within the Temporary Construction Easement Area) shall be removed or damaged and that the Temporary Construction Easement Area or any of the Hamilton Township Property disturbed by such work (including fences), shall be restored to as nearly its present condition as is reasonable and practical, including backfilling of trenches, repairing, replacing and resodding of lawns, reseeding of grass and replacing or replanting trees and shrubbery. Hamilton Township hereby agrees and assures that no trees or structures will be planted or placed within the Temporary Construction Easement Area after the signing of this Easement Agreement and until construction is completed.

3. Restrictions. No improvements of any kind shall be made on, over or within the Sanitary Sewer Easement Property, which would interfere with access to the Sanitary Sewer Easement by Beavercreek or the agency having jurisdiction over the Easement and their successors and assigns.

4. Dedication of Easements. Beavercreek agrees that until such time as the Sanitary Sewer Easement is dedicated to and accepted by the Warren County Commissioners as a public sanitary sewer and sanitary sewer easement, that Beavercreek shall be responsible for all maintenance and upkeep at its sole cost and expense, the Easements and all Facilities and appurtenances thereto in good and working condition.

5. Hold Harmless. Beaver creek, or any future owner of the Beaver creek Property, as the case may be, its successors and assigns, hereby agree to indemnify and hold Hamilton Township harmless for any losses, claims or damages, arising out of Beaver creek, its agents, contractors, licensees, invitees, successors and assigns, for uses of the Easements described herein.

6. Repair of Property. If, during any construction, installation, repair or maintenance of the Easements and easement facilities by Beaver creek, its contractors, subcontractors, licensees and invitees, any damage occurs to any portion of the Hamilton Township Property, such damage shall be repaired and restored to substantially the same condition as existed immediately preceding the commencement of the work, at the sole cost and expense of Beaver creek, its successors and assigns.

7. Covenants Running with the Land. The rights, agreements, representations, warranties and easements set forth in this Easement Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by Hamilton Township and Beaver creek, their respective heirs, personal representatives, successors and assigns, as the case may be.

8. Amendment. This Easement Agreement may be amended only by written instrument duly executed and recorded by the owners of both the Hamilton Township Property and the Beaver creek Property.

9. Severability. If any of the provision of this Easement Agreement or the application of that provision to any person or circumstances shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Easement Agreement, or the application of the provisions to other persons or circumstances, shall not be affected and each provision of this Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Ownership. To the best of Hamilton Township's knowledge, it warrants that it has full power to convey the easements herein.

11. Insurance; Indemnification. Beaver creek shall maintain appropriate liability, and worker's compensation insurance, at its sole cost and expense, throughout the term of the construction of the proposed easement Facilities referred to herein and shall obtain all necessary permits and consents from all applicable governmental entities, utility companies and interested parties to construct and install the easement Facilities located within the Sanitary Sewer Easement Area. Except to the extent any of the below-described Claims arise from any negligence or wrongful act of Hamilton Township or of its agents or invitees, Beaver creek shall defend, indemnify and hold harmless Hamilton Township from and against any and all liabilities, demands, expenses, penalties, fines, costs, charges and claims for damages whatsoever (collectively, "**Claims**"), to the extent caused by the acts or omissions of Beaver creek or any of its employees, agents, licensees, contractors or subcontractors, or their employees, agents, licensees, contractors or subcontractors.

[SIGNATURE PAGES FOLLOW]

By: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2024, by Hamilton Township Board of Trustees.

Notary Public

an Ohio limited liability company

**Joe Farruggia, Sole Member**

STATE OF OHIO

•

: SS

•

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2024 by Joe Farruggia, the Sole Member of Beaver Creek Site Management, LLC, an Ohio limited liability company.

Notary Public

Prepared by: Richard A. Paolo, Esq., 2200 US Bank Tower, 425 Walnut St., Cincinnati, OH 45202.  
(513) 241-0400. rapaolo@arh-law.com

P:\Farruggia, Joe\Miami Stricker Annexation\Sanitary Sewer Easement Agreement.doc



EXHIBIT "A"

**HAMILTON TOWNSHIP PROPERTY**

EXHIBIT “B”

**BEAVER CREEK PROPERTY**

**EXHIBIT "C"**  
**EASEMENT/PLAT**

**DESCRIPTION FOR:****HAMILTON TOWNSHIP TRUSTEES****LOCATION:****STRIKER ROAD  
HAMILTON TOWNSHIP  
40' TEMPORARY CONSTRUCTION EASEMENT**

Situate in Military Survey No. 1548, Hamilton Township, Warren County, Ohio and being part of a 6.7981 acre tract as conveyed to Hamilton Township Trustees by deed recorded in O.R. Volume 5380, Page 342, Warren County, Ohio Recorder's Office and. The centerline of a 40.00 foot temporary construction easement being described as follows:

Commencing at a found mag nail at the centerline intersection of Heritage Boulevard (Private) and Striker Road (R/W Varies);

Thence with the centerline of said Striker Road, along an arc of a curve having a radius of 4580.00, an arc length of 222.51, and a delta angle of 02°47'01", the chord of said arc bearing South 08°43'23" West, 222.49 feet to a point;

Thence leaving said centerline, South 79°53'06" East, 42.05 feet to a found iron pin at a northwest corner of a 64.25 acre tract as conveyed to Terry L. Irwin, Trustee & Lea F. Irwin, Trustee of the Irwin Family Living Trust by deed recorded in Deed Doc. No. 2018-029037, Warren County, Ohio Recorder's Office;

Thence with a north line of said 64.25 acre tract, South 86°21'10" East, 86.60 feet to the TRUE POINT of BEGINNING;

Thence through said Hamilton County Trustees lands for the following three (3) courses and distances:

- 1) North 47°58'01" East, 275.52 feet to a point;
- 2) North 37°00'06" East, 190.00 feet to a point;
- 3) North 61°18'43" East, 81.01 feet to the point of terminus of said centerline easement.

The 40.00 foot temporary construction easement described herein lies 20.00 feet parallel to and perpendicular with the above described centerline.

Subject to all legal highways, easements and restrictions of record.

The above description is based on an Easement Exhibit dated January 22, 2024. Prepared by McGill Smith Punshon, Inc. under the direction of Louis J. Hanser, P.S., Ohio Registration 7843. Bearings based on the Ohio State Plane Coordinate System, South Zone, NAD83 (ground).

Prepared by: McGill Smith Punshon, Inc.

Date: January 22, 2024

MSP No.: 16448.02

16448023-CLI-LEG-TEMP



McGill Smith Punshon, Inc.

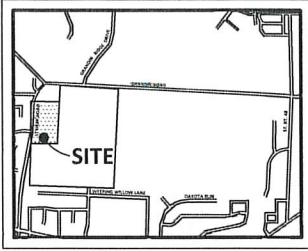
3700 Park 42 Drive, Suite 190B ■ Cincinnati, Ohio 45241

513.759.0004 ■ Fax 513.563.7099 ■ [www.mspsdesign.com](http://www.mspsdesign.com)

A handwritten signature in blue ink, appearing to read "Louis J. Hanser", written over a horizontal line.

01/23/24





VICINITY MAP  
NOT TO SCALE

CURVE TABLE					
Curve #	RADIUS	LENGTH	CHD LENGTH	CHD BEARING	DELTA
C1	4580.00'	222.51'	222.49'	S08°43'23"W	002°47'01"

THE CINCINNATI GAS & ELECTRIC COMPANY  
D.B. 235, PG. 87  
ORIGINAL 5.59 AC.± PER DEED  
SAVE & EXCEPT 1.1077 AC.  
SAVE & EXCEPT 0.2432 AC.  
LEAVING 4.239 AC. NET

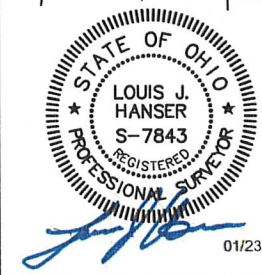
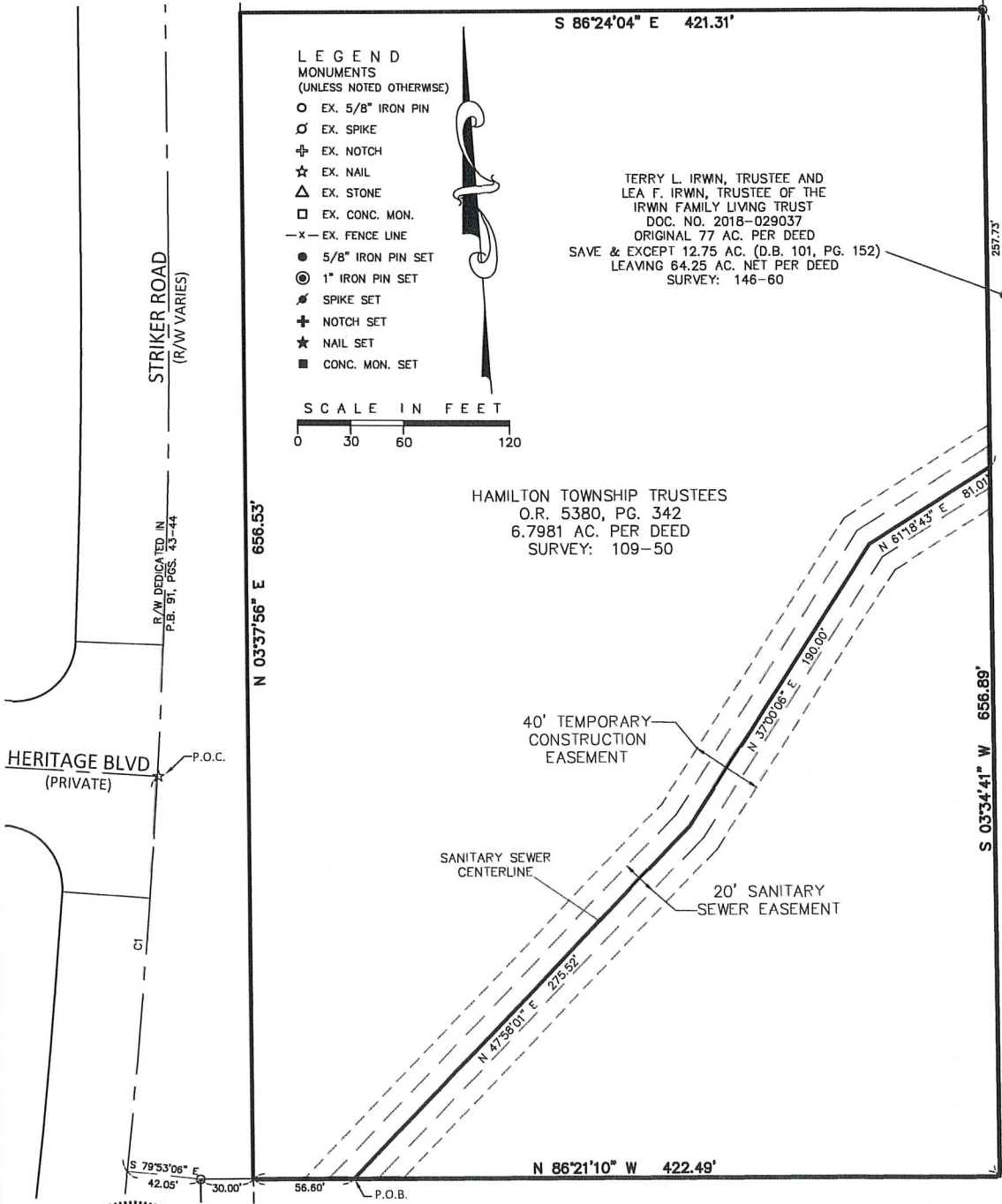
S 86°24'04" E 421.31'

- LEGEND  
MONUMENTS  
(UNLESS NOTED OTHERWISE)
- EX. 5/8" IRON PIN
  - ⊙ EX. SPIKE
  - ⊕ EX. NOTCH
  - ☆ EX. NAIL
  - △ EX. STONE
  - EX. CONC. MON.
  - X- EX. FENCE LINE
  - 5/8" IRON PIN SET
  - ⊙ 1" IRON PIN SET
  - ⊙ SPIKE SET
  - ⊕ NOTCH SET
  - ☆ NAIL SET
  - CONC. MON. SET

SCALE IN FEET  
0 30 60 120

TERRY L. IRWIN, TRUSTEE AND  
LEA F. IRWIN, TRUSTEE OF THE  
IRWIN FAMILY LIVING TRUST  
DOC. NO. 2018-029037  
ORIGINAL 77 AC. PER DEED  
SAVE & EXCEPT 12.75 AC. (D.B. 101, PG. 152)  
LEAVING 64.25 AC. NET PER DEED  
SURVEY: 146-60

HAMILTON TOWNSHIP TRUSTEES  
O.R. 5380, PG. 342  
6.7981 AC. PER DEED  
SURVEY: 109-50



### SANITARY SEWER EASEMENT EXHIBIT

M.S. No. 1548  
HAMILTON TOWNSHIP  
WARREN COUNTY, OHIO

Date 01/22/24  
Scale 1" = 60'  
Drawn By SES Proj. Mgr. LKH  
Survey Database TBC-16448  
DWG 16448023-EXH-00-SAN  
X-Ref(s)  
Project Number 16488.02  
File No. 16488 Sheet No. 1/1

**MSP**  
DESIGN  
McGill Smith Punshon

Architecture 3700 Park 42 Drive  
Engineering Suite 190B  
Landscape Architecture Cincinnati OH 45241  
Planning Phone 513.759.0004  
Surveying www.mspsdesign.com



McGill Smith Punshon  
DESIGN

Project Manager  
J.M. Smith  
15448 DD  
15448 DD

Project Number  
15448 DD  
15448 DD

Project Name  
Sanitary Sewer 1-3 & 7-8 & Ex.  
15448 DD

Project Location  
Village of South Lebanon  
15448 DD

Project Date  
15448 DD  
15448 DD

Project Status  
15448 DD  
15448 DD

Project Notes  
15448 DD  
15448 DD

Project Description  
15448 DD  
15448 DD

Project Details  
15448 DD  
15448 DD

Project Specifications  
15448 DD  
15448 DD

Project Standards  
15448 DD  
15448 DD

Project Materials  
15448 DD  
15448 DD

Project Methods  
15448 DD  
15448 DD

Project Equipment  
15448 DD  
15448 DD

Project Labor  
15448 DD  
15448 DD

Project Safety  
15448 DD  
15448 DD

Project Quality  
15448 DD  
15448 DD

Project Cost  
15448 DD  
15448 DD

Project Risk  
15448 DD  
15448 DD

Project Impact  
15448 DD  
15448 DD

Project Benefit  
15448 DD  
15448 DD

Project Sustainability  
15448 DD  
15448 DD

Project Resilience  
15448 DD  
15448 DD

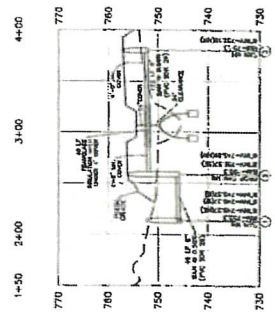
GRANDIN ACRES  
PHASES 1 & 2  
MILITARY SURVEY NO. 1547 & 1548  
VILLAGE OF SOUTH LEBANON  
HAMILTON TOWNSHIP  
WARREN COUNTY, OHIO

SHEET TITLE  
OPTION 2  
SANITARY SEWER  
PLANS & PROFILE  
Project Number  
15448 DD  
Drawing Scale  
1" = 50'  
Sheet Number  
1/1  
File Name  
15448

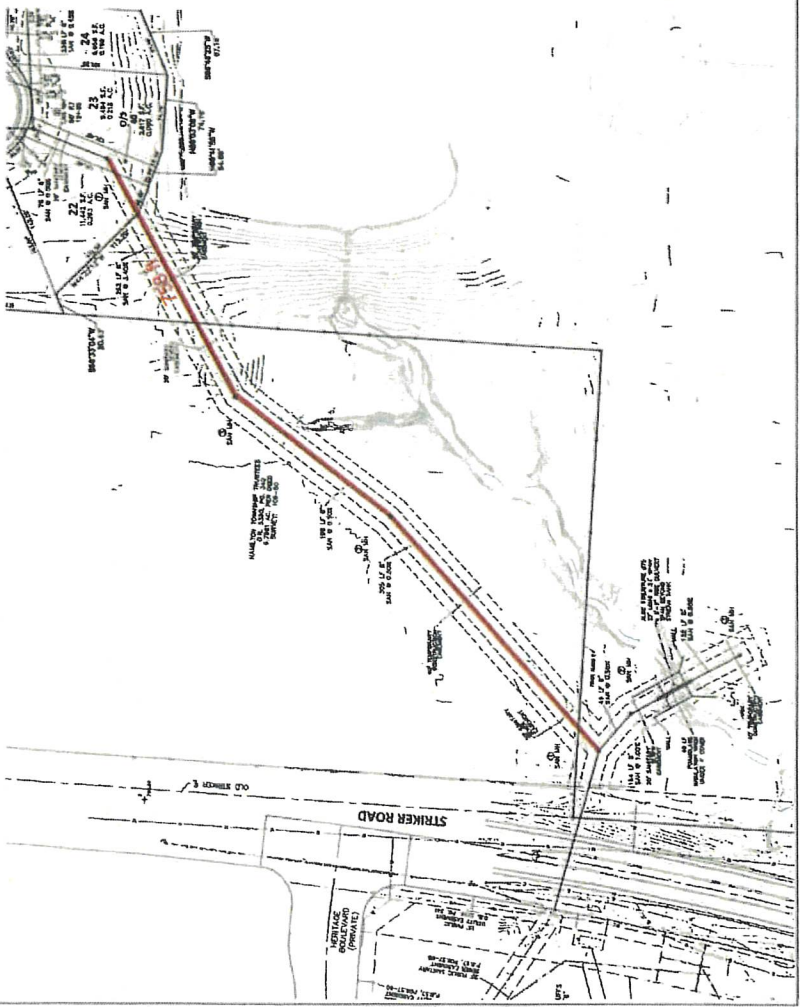


SCALE IN FEET  
0 25 50 100 150  
1"=50' HOR. / 1"=10' VERT.

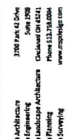
SANITARY SEWER 2 & 3  
1"=50' HOR. / 1"=10' VERT.



SANITARY SEWER 1-3 & 7-8 & EX.  
1"=50' HOR. / 1"=10' VERT.







Project Manager  
Drawn By  
DWG  
1644/004-CONCEPT PLAN-2023  
RA  
NAK  
1644/007-045-00

Issue/Revision	No.	Date
ACCESS & LOT VIELD		11/28/23

[illegible]

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MILITARY SURVEY NO. 1547 & 1548  
VILLAGE OF SOUTH LEBANON  
HAMILTON TOWNSHIP  
WARREN COUNTY, OHIO

No Emergency Access  
02-0271124

Sheet Title	Project Number	16448.02
Emergency Access Concept	Drawing Scale	1" = 100'
2/10/2024	Sheet Number	1/1
	File Number	16448



Emergency Access is in lieu of right of way.



**50810811.org**  
Before You Dig  
811 OR 1-800-362-2764  
CALL TWO WORKING DAYS BEFORE YOU DIG  
(KNOW YOURS, KNOW YOURS, KNOW YOURS)

Removable Bollards



**Office of Chief of Police**  
**03/06/24 Trustee Meeting**

---

The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the Chief of Police

**MOTION TO APPROVE RESOLUTION 24-0306C- 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 6, 2024, 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 24-0306C**

**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:

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Vin:</b>
<b>2008</b>	<b>Lexus</b>	<b>is250</b>	<b>JTHCK262582020691</b>
<b>2013</b>	<b>Kia</b>	<b>Rio</b>	<b>KNADN5A33D6318557</b>
<b>2001</b>	<b>Ford</b>	<b>Explorer</b>	<b>1FMZU67E51UC23432</b>
<b>2004</b>	<b>Honda</b>	<b>Civic</b>	<b>2HGES16594H628568</b>
<b>2007</b>	<b>Ford</b>	<b>Fusion</b>	<b>3FAHP06Z77R108555</b>

**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:

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

Resolution adopted this 6<sup>th</sup> day of March 2024.

Attest:

\_\_\_\_\_  
Kurt Weber, Fiscal Officer

Approved as to form:

\_\_\_\_\_  
Benjamin J. Yoder, Law Director

I, Kurt 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 March 6, 2024.

Date: \_\_\_\_\_

\_\_\_\_\_  
Kurt Weber, Fiscal Officer



## **Administrator - 3/6/24 Trustee Meeting**

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

Earlier this winter the Township, in concert with Goodhue Consulting, Inc., advertised for Request for Qualifications from engineering firms to assist with the reconnaissance and design of stream alignments, landfill cap restoration and other improvements to the Township's Mounts Park. We received submittals from six engineering firms. A team of six Hamilton Township employees, representatives from the County Engineer's Office, and Goodhue Consulting scored and ranged the submittals using a Quality Based Selection process.

Stantec Consulting Services, Inc. of Cincinnati scored the highest, so our consultant Paul Goodhue followed up with them to have them submit a detailed scope and fee proposal for the design project (see attached.)

After Nicole Early and I reviewed the proposal, one of the items that we commented on is that Stantec is proposing to include 375 hours and other expenses that would total \$60,000 for a park master plan component. Since current funding is limited to a portion of the remaining ARPA funds of approximately \$1.4 million for design and construction expenses, we recommend that that we prioritize the remediation components and only include the \$60,000 for park master planning as an "if-authorized" item during the process as we gain a clearer picture of the situation during their reconnaissance and design process.

To accommodate our priorities of tasks and the budget, Stantec revised their Scope and Fee proposal (see attached) to have a lower base fee of \$262,385 and additional categories of "if-authorized" items totaling \$94,134 if we have them all performed.

**Motion to authorize the Township Administrator to enter into the Professional Engineering Services contract for the Mounts Park Stream Restoration and Improvement Project with Stantec Consulting Services, Inc. in the total amount of \$307,105 with the base work in the amount of \$262,385 to proceed at this time.**



## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective March 6, 2024 (the "Agreement Date") by and between:

**"Client"**

Name: Hamilton Township  
Address: 7780 South State Route 48  
Phone: (937) 271-7778  
Representative: Paul Goodhue, Civil Engineer Email: [paul.goodhue@goodhueconsulting.com](mailto:paul.goodhue@goodhueconsulting.com)

**"Stantec"**

Name: Stantec Consulting Services Inc.  
Address: 10200 Alliance Road, Suite 300, Blue Ash, OH 45242-4754  
Phone: (513) 842-8200  
Representative: Jonathan Scheibly, Senior Associate Email: [jonathan.scheibly@stantec.com](mailto:jonathan.scheibly@stantec.com)

Project Name (the "Project"):

Mounts Park Stream Restoration and Improvements

**DESCRIPTION OF WORK:** Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

**COMPENSATION:** Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect as of the Agreement Date.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff upon receipt; provided, however, Client shall have the right to dispute and withhold any invoiced amounts if the Client reasonably believes that Stantec has failed to render the Services in accordance with this Agreement. The Parties shall cooperate with one another to promptly resolve any billing disputes. Failure to make any undisputed payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services; provided, Stantec has first given Client written notice of the breach and a minimum of fourteen (14) days to cure the same in order to avoid suspension or termination. Interest will accrue on overdue undisputed amounts by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make payment by Electronic Funds Transfer when requested by Stantec.

**REPRESENTATIVES:** Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

**NOTICES:** All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email to such party's designated representative (with confirmed delivery receipt), addressed to the regular business address of such party as identified above.

**CLIENT'S RESPONSIBILITIES:** The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When reasonably required by Stantec to adequately perform the Services, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services, pursuant to such terms and at such fees as Client deems reasonable in its sole discretion. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

**STANTEC'S RESPONSIBILITIES:** Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall waive as against Stantec claims for any loss, injury, damage or liability, except to the extent arising out of or related to Stantec's breach of this Agreement.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client. Stantec and the Client shall not be liable for the acts or omissions of the other party, or such other party's representatives, agents, employees, contractors or consultants.

**TERMINATION:** Stantec may terminate this Agreement without cause upon sixty (60) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving at least fourteen (14) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services properly performed under this Agreement to the date of termination.

**SUSPENSION OF SERVICES:** If the project is suspended by the Client for more than thirty (30) calendar days in the aggregate, and such suspension is not due in any way to Stantec's breach of this Agreement, Stantec shall be compensated for services properly performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

**ENVIRONMENTAL:** Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to waive as against Stantec all claims, costs, liabilities, or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup, or related costs; except to the extent caused by Stantec's gross negligence or willful misconduct.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground public structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities. If neither party can confirm the location of such structures and utilities, the Client agrees (without waiving any applicable legal immunity the Client may have) to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damages to such structures and utilities caused by Stantec or its subcontractor(s) or subconsultant(s) in the performance of the Services, and the Client agrees to waive any such damages as against Stantec; except to the extent caused by the gross negligence or Stantec or its subcontractors or subconsultants.

**BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS:** Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.



Stantec shall make a good faith effort to ensure that no employee, contractor or consultant of Stantec will purchase, transfer, use or possess, or be under the influence of alcohol or illegal drugs, or abuse legally obtained drugs while performing the Services. Except for the term "employee," terms in this Section are used as defined in Rule 123:1-76 of the Ohio Administrative Code.

Stantec represents that it is familiar with applicable ethics law requirements and, to the best of Stantec's information and belief, fully complies with such law and requirements.

**COST AND SCHEDULE OF CONSTRUCTION WORK:** In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

**ADMINISTRATION OF CONSTRUCTION CONTRACTS:** When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

**JOBSITE SAFETY:** Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

**WAIVER OF CLAIMS:** Each party (for purposes of this provision, the "Waiving Party") agrees to waive as against the other party any liability for any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services or the Project, excepting liability arising from the negligence or willful misconduct of the Waiving Party.

**LIMITATION OF LIABILITY:** It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) either party may have against the other party under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against either party in contract or tort more than two (2) years after the cause of action arose. As each party's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec or Client, and not against any of either party's individual employees, officers, or directors. Each party's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages, and neither Party shall bear any liability whatsoever for any consequential loss, injury or damage incurred by the other party, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall either party's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

**DOCUMENTS:** All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project, and all such documents shall be deemed the sole and exclusive property of the Client; provided, Stantec may retain copies of such documents with the written permission of the Client. If the Client uses the documents without Stantec's authorization for any purpose outside of the reason for which the documents were prepared in connection with the Project, such use shall be at the Client's sole risk. The Client shall have a permanent

non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees that its subsequent reuse or modification of such documents shall be at the Client's sole risk.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's reasonable discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

**PROJECT PROMOTION:** Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

**FORCE MAJEURE:** Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services properly rendered.

**GOVERNING LAW:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Any legal action arising out of or in any way related to this Agreement shall be brought in a State court of competent jurisdiction located in Warren County, Ohio.

**DISPUTE RESOLUTION:** If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

**ATTORNEYS FEES:** In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

**ASSIGNMENT AND SUCCESSORS:** The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

**PROTECTION OF PRIVACY LAWS:** The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage. The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation. Stantec acknowledges that the Client is an Ohio political subdivision subject to State and local public records and records retention laws, regulations and policies, as the same may be amended from time to time, and any Client disclosure or retention of any records pursuant to such laws, regulations or policies shall not be considered a breach of this Agreement.

**ENTIRE AGREEMENT:** This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

**SEVERABILITY:** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

**CONTRA PROFERENTEM:** The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

**BUSINESS PRACTICES:** Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

**THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.**

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

**Hamilton Township**

**Stantec Consulting Services Inc.**

Jeff Wright, Administrator  
Print Name and Title

Scott Peyton, PE, Vice President  
Print Name and Title

Signature \_\_\_\_\_ Signature \_\_\_\_\_





## PROFESSIONAL SERVICES AGREEMENT ATTACHMENT "A"

Attached to and forming part of the Agreement BETWEEN:

Hamilton Township

(Hereinafter called the "Client")

- and -

Stantec Consulting Services Inc.

(Hereinafter called "Stantec")

EFFECTIVE: March 6, 2024

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

[Click and enter in any format the details you wish to use to express Scope of Services]

(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: March 5, 2024

Estimated Completion Date: June 28, 2025

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

\$262,385 base fee with if-authorized tasks as indicated in attached Scope and Fee

An eight percent (8%) flat rate disbursement (FRD) recovery charge will be applied to the Stantec fees to cover miscellaneous project expenses, internal incidental printing, copying and plots, film, CDs and report materials; communications expenses (e.g., faxes, office and mobile phones, blackberries, pagers, and other devices); office expenses (e.g., postage, couriers, equipment, common software and other supplies); staff local mileage/kilometrage; and archive maintenance. As this is an FRD, no supporting document will be provided with invoices.

Project specific charges, such as subconsultants; travel, accommodations, and meals; project-specific printing of deliverables; consumables; usage charges for specialized field equipment and company-owned, leased, or rented project vehicles; external testing lab charges and other external services charges; specialized computer software costs; and other significant project-specific expenses will be invoiced in addition to labor fees and to the FRD; provided, Stantec shall receive the Client's express written consent for the additional charges/fees prior to incurring the same.

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required; provided, Stantec shall not pass on any fees/taxes to the Client if the Client enjoys exemption from such fees/taxes under applicable law.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time; provided, Stantec shall notify the Client at least sixty (60) days in advance of the effective date of any change in rates, and the Client shall be entitled to terminate the Agreement without liability at any time prior to the effective date. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally

adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

**ADDITIONAL CONDITIONS:** The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

#### **PROFESSIONAL SERVICES**

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings/test pits, surveys, or exploration are made and that the data, interpretations and recommendations of STANTEC are based solely on the information available to STANTEC. Geotechnical conditions other than those observed at specific exploration sites may become apparent during or after construction. Corresponding revisions of geotechnical conclusions and recommendations may be necessary.

If expansive clay or expansive bedrock is present, the geotechnical analysis and recommendations presented are prepared with that level of care and skill ordinarily expected by the profession currently practicing in this area under similar conditions. Some differential movements of any improvements constructed over expansive clay or expansive bedrock should be anticipated.

Groundwater levels, within the depths of exploration, will be measured at the time of exploration. From this date of exploration, groundwater elevation may vary seasonally with changes in precipitation, runoff, and irrigation practices. STANTEC makes no warranty either expressed or implied that water levels measured at the time of exploration will represent future conditions.

The geotechnical investigation including exploration, testing, analysis, conclusions, and recommendations will be prepared for a specific project. Any revision of the scope of the SERVICES, site conditions, ordinances or policies of review agencies will require a review and update of geotechnical conclusions and recommendations.

#### **HAZARDOUS SUBSTANCES:**

All aspects of hazardous substances are beyond the scope of the geotechnical investigation. If encountered, the CLIENT will be immediately notified. STANTEC will perform such services as deemed necessary, such as notification of agencies, securing the site, and placing hazardous substances in a safe condition to comply with applicable local, state, provincial and federal laws and regulations on behalf of the CLIENT, and shall be compensated for such work on a time and expense basis in accordance with STANTEC's current Standard Rate Table.

#### **UTILITIES:**

In the prosecution of work, STANTEC will take all reasonable precautions to avoid damage to subterranean structures or utilities.

The CLIENT agrees to release STANTEC from any liability for any damages to subterranean structures which are not called to STANTEC's attention and correctly shown on the plans furnished; except to the extent caused by Stantec's gross negligence or willful misconduct.

#### **SAMPLES:**

All soil and rock samples will be retained for thirty (30) days. Further storage of samples can be made at CLIENT's expense upon written notice.

#### **LIMITATION OF LIABILITY:**

In the event the CLIENT discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the SERVICES, CLIENT agrees to notify STANTEC and engage STANTEC to prepare the necessary clarifications, adjustments, modifications, or other changes to STANTEC's work before construction activities commence or further activity proceeds. Further, CLIENT agrees to have a provision in its construction contracts for the SERVICES which requires the Contractor to notify the CLIENT of any changed field or other condition so that CLIENT may in turn notify STANTEC pursuant to the provisions of this paragraph.

**COVID-19:** The parties acknowledge the ongoing COVID-19 pandemic and agree that the CONTRACT PRICE and CONTRACT TIME are based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.



**PROFESSIONAL SERVICES AGREEMENT**  
**ATTACHMENT "A"**

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**ADDITIONAL  
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Mounts Park Stream Restoration and Improvements Scope and Fee

**INSURANCE  
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.



Stantec Consulting Services, Inc.  
10200 Alliance Road, Suite 300  
Blue Ash, OH 45242-4754

February 27, 2024

Attention: Jeff Wright, Township Administrator  
Hamilton Township  
7780 South State Route 48  
Hamilton Township, OH 45039

Dear Mr. Wright,

**Reference: Mounts Park Stream Restoration and Improvements**

Stantec is pleased to present Hamilton Township with this scope and fee proposal for the Mounts Park Stream Restoration and Improvements project. We understand the Township wishes to address stream erosion into a legacy landfill cap, understand the current stormwater setting and identify potential problem areas, and plan for future park amenities. The scope of work described in this document outlines the steps necessary to achieve those objectives, as well as support the Township's permitting and grant pursuit efforts. We have organized the proposed work in three phases: Phase 1 is intended to gather site data and perform conceptual design to inform design on Mounts Park property; Phase 2 includes detailed design to prepare a 100% construction bid package for the stream and landfill work by January 31, 2025. Phase 3 consists of implementation, with a narrative description of services Stantec could provide during bidding and construction if requested and authorized by the Township under a separate scope. We suggest a meeting with the Township and the Owner's Representative at the conclusion of Phase 2 to discuss schedule and scope for bidding assistance, construction phase services, and potentially full delivery, as all parties will have a solid understanding of the level of effort and planning level cost estimates at hand.

## Project Understanding

Mounts Park was a gravel quarry until 1960s, and after closure, the eastern edge of the quarry lake was used as a landfill early 1970s. Stantec understands the was capped in the mid 1970's in accordance with contemporary Ohio EPA requirements. Historically, an unnamed tributary of Big Foot Run flowed along the edge of the former landfill. Development in the watershed and culvert blockage led to avulsion of the stream and breaching of the landfill cap. An Ohio EPA (OEPA) inspection confirmed this and found evidence of waste transport out of the landfill, which resulted in a notice of violation being issued to the Township.

The Township aims to address this by redirecting the contributing stream segments to avoid issues with stream blockages, flood flows, stormwater drainage, and potential for future landfill exposure. The township desires a comprehensive approach that will stabilize the stream and provide for appropriate stormwater planning in the future. Additionally, the Township wishes to explore potential passive recreation opportunities that integrate with the natural setting. While Clean Water Act Section 401 and 404 permits previously secured by ASC Group, updates to the project may require revisions to these permits. Finally, the Township may request assistance in pursuing grant funding for the project reflecting the updates to the design and proposed recreational amenities.

Stantec understands the Township has contracted with Goodhue Consulting to serve as their Owner's Representative for this project and ASC Group to secure state and federal permits, and that these Firms will

Reference: Mounts Park Stream Restoration and Improvements

collaborate with Stantec and the Township in successful execution of the proposed scope of work in that capacity. We understand these firms will lead these work items, directly contracted by the Township and are explicitly excluded from subcontracting with Stantec.

## Phase 1 – Project Development & Planning

The initial phase of work consists of foundational tasks to support Phase 2 design and bid package development.

### Task 1.1: Project Management

Stantec's internal management of the project will utilize our 10-point Project Management Framework to complete deliverables on time, within budget, and safely. One of the first tasks to be completed will be development of an internal project plan that identifies key deliverable deadlines, assigns tasks to Stantec team members, and clearly defines Stantec's independent technical review (ITR) process. This plan will be updated should deliverable deadlines, or the scope of work be modified. Based on this plan, Stantec will prepare an agenda for and host a project kickoff meeting within 10 business days of receiving a notice to proceed. It is assumed that the project kickoff meeting will be held remotely via Microsoft Teams or another web-based platform preferred by the Township.

The project kickoff meeting will provide an opportunity to review the project management plan, confirm the project timeline and goals, share relevant data, and allow Stantec and Township team members to discuss objectives of the project. Stantec will create a draft set of meeting minutes and action items and submit to the Township for review.

A key piece of the project plan will be compliance with our internal Health, Safety, Security, and Environment (HSSE) protocols. Before completing any fieldwork, Stantec will develop a safety plan or Risk Management Strategy plan. Safety meetings to identify potential site hazards, review best practices, and share safety lessons will take place before onsite work begins.

One-hour internal bi-weekly meetings among task leads and the project manager are included in this task to facilitate collaboration, provide timely updates, and identify potential issues prior to them impacting schedule or budget.

The Stantec PM will provide the Owner's Representative with monthly update reports via email. The project will be billed monthly on an hourly basis in accordance with the rate table provided herein, with an email summary of percent complete and estimate to complete by task.

#### Task 1.1 Deliverables:

- Facilitation of project kickoff meeting
- Kickoff meeting minutes and action items



## Task 1.2: Data Gap Analysis

We will review available data to identify data or information gaps and familiarize ourselves with the intricacies of the site before mobilizing to the field. This targeted approach allows us to collect the critical data from the locations we need, resulting in increased efficiency and value for effort. Stantec's multi-disciplinary team will conduct a desktop review of existing data provided by the Township or downloaded from publicly available sources. Stantec will compile a data inventory log detailing the source, publish dates, and content summary of data sources reviewed. This data inventory log and all data, or links to data, will be submitted to the Township with a memorandum summarizing the findings.

Data to be reviewed may include, but are not limited to:

- Warren County GIS linework and shapefiles for various elements such as parcel and right-of-way lines, aerial photography, contours, LIDAR, etc.
- Project documentation provided by the Township
- Previously obtained permits for the project
- FEMA effective hydrologic and hydraulic models, FIS, and or letters of map revision (LOMR)
- Record or As-Built drawings of adjacent infrastructure
- Soil boring logs where available
- Watershed or stream planning documents
- Stream gage data

The data collected and reviewed during this task will inform field data collection planning, design, permit review, master planning, and grant pursuits. If additional data is accessed or becomes available during the design process, those sources will be added to the data inventory log.

Task 1.2 Deliverables:

- Data log and summary memorandum

Task 1.2 Assumptions and Exclusions:

- Stantec assumes purchase of proprietary data will be paid by the Township. Proprietary data will not be purchased without written authorization of the Township or the Owner's Representative.

## Task 1.3: Field Assessment

### Topographic Survey

Stantec will gather topographic, utility, and structure data along the extents of the project reach. We will also place temporary benchmarks within the project area which will provide horizontal and vertical control during geomorphic surveys and construction. This data will be combined with data collected in this task to generate an existing conditions surface. Within the survey area, ground surface elevations suitable to produce 1-foot contours, planimetric data, and utility locations will be collected for inclusion in the construction plans. Survey work will be performed by or under the direct supervision of a Professional Land Surveyor

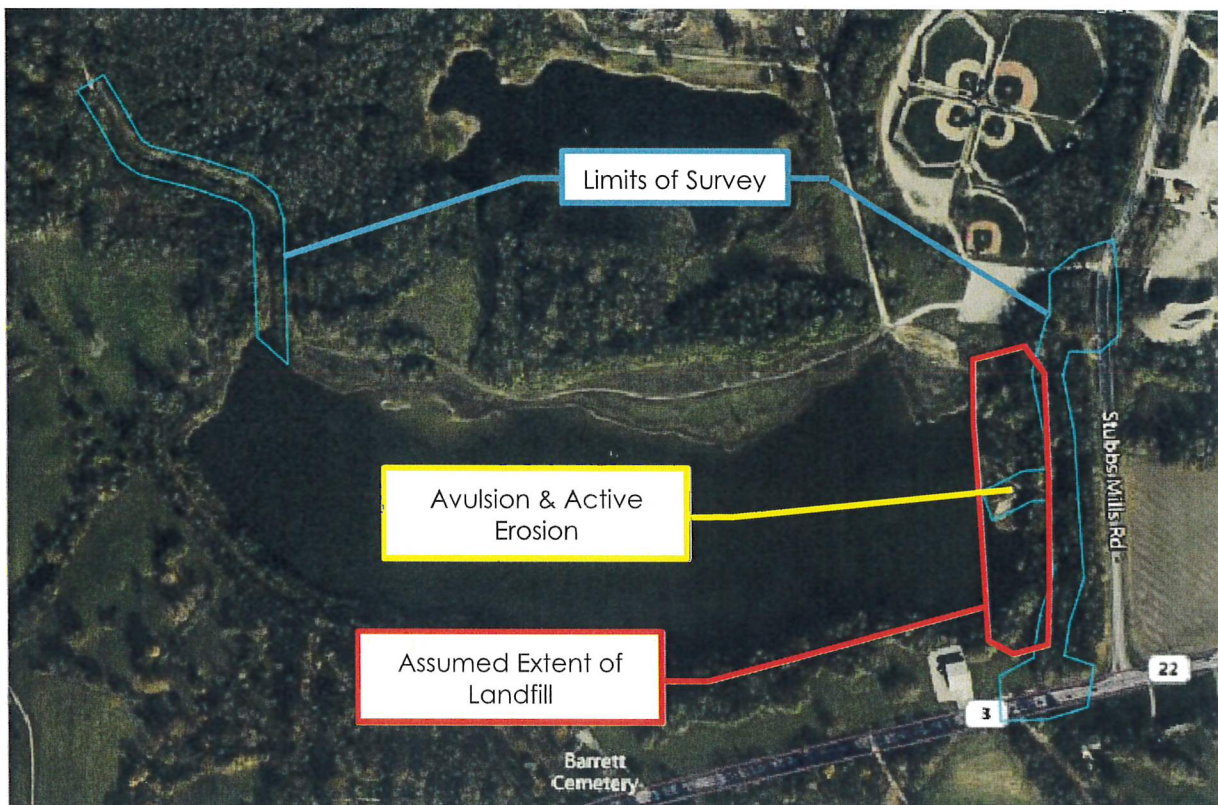
February 27, 2024

Jeff Wright, Township Administrator

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Reference: Mounts Park Stream Restoration and Improvements

licensed in the State of Ohio. Controls and survey data will be referenced to NAVD88 (vertical) and NAD83 Ohio State Plane South, US Survey Feet (horizontal), and closure standards will be fourth order horizontal (1:2500) and vertical (0.10 feet). The anticipated limits of survey are shown below in **Figure 1**. The survey will encompass 2700 linear feet of the two creeks as well as everything from the centerline to 50 feet on each side of the stream centerline. Additional survey will be extended 100 feet beyond top of bank at each of the culverts. It is assumed that available LiDAR data is sufficient outside of the survey limits to create a park-wide site map for construction access and master planning purposes. We understand that these survey limits may need to be extended in the areas of avulsion and active erosion within the assumed landfill extent and north of this area between Stubbs Mill Road culvert and Mounts Lake. This additional survey is described in If-Authorized Tasks below.



**Figure 1** Limits of Survey Map

## Geomorphic Investigation

A geomorphic investigation of the identified reach will be critical to the evaluation of stream stability and future channel behavior. The geomorphic survey will be performed in conjunction with the topographic survey. A level II Rosgen survey will be performed to collect data specific to the channel forming discharge

Design with community in mind



**Reference:**     **Mounts Park Stream Restoration and Improvements**

condition, refine facet slopes, bed and bank material and condition ratings. The same information will be collected at a nearby site that will serve as the design standard for the proposed channel. We assume this reference reach will be in the area downstream of Mounts Park Lake.

## Subsurface Exploration

A subsurface exploration is not proposed currently. Stantec requests the right to rely on the geotechnical data provided by GT Environmental, Inc. of Columbus, Ohio performed in June 2020. This exploration defined the limits of waste for the former Dravo Landfill based on visual observations and 17 borings using a Geoprobe direct push drill rig. Should additional needs arise during the data gap analysis, it will be provided as a separate scope of work.

## Task 1.4: Hydrologic and Hydraulic Analyses

This task will include hydrologic analysis to determine stormwater inflows to Big Foot Run and its tributaries, and determination of the amount of inflow that is delivered directly from Big Foot Run to the Little Miami River and the amount that flows through Mounts Park and then to the Little Miami River. Stantec is familiar with several hydrologic and hydraulic models such as the United States Army Corps of Engineers (USACE) Hydrologic Engineering Center Hydrologic Modeling System (HEC-HMS), USACE HEC River Analysis System (HEC-RAS), or the US Environmental Protection Agency Stormwater Management Model (SWMM). We recommend utilizing the Computational Hydraulics Institute PCSWMM software to complete this task but can work with Hamilton Township to select a preferred software.

Hydrologic and hydraulic design will generally follow guidance from the Utilize design guidance from the US Department of Agriculture (USDA) "Technical Release 55: Urban Hydrology for Small Watersheds with the following approach:

1. Develop drainage subcatchments from publicly available GIS data.
  - Subcatchment geometry (area, drainage lengths and slopes, etc.) developed from the Ohio Geographically Referenced Information Program (OGRIP) Digital Elevation Model (DEM).
  - Curve numbers will be developed using National Land Cover Dataset (NLCD) land use information and Natural Resources Conservation Service (NRCS) Soil Survey Geographic (SSURGO) database soil information.
2. Utilize rainfall depths derived from the National Oceanic and Atmospheric Administration (NOAA) Atlas 14. The US Soil Conservation Service (SCS) Type II rainfall distribution will be applied to the following rainfall events:
  - 2-year, 24-hour
  - 10-year, 6-hour
  - 25-year, 24-hour
  - 100-year, 24-hour
3. Model the tributaries of Big Foot Run based on surveyed data, field observations, and the OGRIP DEM for the following inputs:
  - Channel geometry (slope, cross-sectional area)



**Reference:**     **Mounts Park Stream Restoration and Improvements**

- Roughness coefficients
- Utilize dynamic wave routing to account for realistic flow conditions (e.g., channel storage, backwater, entrance/exit losses, flow reversal, and pressurized conduits.)

This model development, analytical approach, and discussion of results will be summarized in a Memorandum.

**Task 1.4 Deliverables:**

- Hydrologic and Hydraulic Analysis Memorandum (assumes one submittal as electronic pdf)

**Task 1.4 Assumptions and Exclusions:**

- The model produced under this task will support conceptual design and stormwater planning, and may not be suitable for use in obtaining floodplain administrator approval, or a letter of map revision (LOMR) or conditional letter of map revision (CLOMR) from the Federal Emergency Management Agency (FEMA)
- Obtaining approval from the floodplain administrator or FEMA is not included in this task

## **Task 1.5: Conceptual Sketches**

Phase 1 will be completed with conceptual sketches documenting the recommend approach for detailed design (Phase 2). Sketches will be submitted draft for comment and discussed in a review meeting with the Township and Owner's Representative. Following this review meeting, these sketches will be revised and submitted final. Stantec will seek the Client's approval of the conceptual design before advancing to detailed design. These sketches will include the following:

1. Plan and Profile (up to 3, one per stream reach restored, one of landfill cap)
2. Typical Cross Sections (up to 3, one per stream reach restored, one of landfill cap)
3. Typical Details (up to 4, one per stream restoration structure proposed)
4. Conceptual Project Cost Opinion

**Task 1.5 Deliverables:**

- Conceptual Sketches and basis of design memorandum
- Concept Review meeting and minutes

**Task 1.5 Assumptions and Exclusions:**

- Stantec assumes development of a single concept to be a modification of the permitted design, utilizing bioengineering and/or natural channel design structures

Reference: Mounts Park Stream Restoration and Improvements

- Master plan concepts are not included in this scope, but can be developed under a separate scope of work
- Stantec assumes this meeting to be in-person at the Stantec Blue Ash office
- Stantec assumes one round of review comment responses

## Phase 2 – Detailed Design

### Task 2.1: Stream and Stormwater Design

Stantec will evaluate and update the existing permitted design as needed to re-align the channel away from the landfill and establish a stable channel and provide adequate stormwater conveyance through Mounts Park. Our approach will build upon the permitted design, routing the disconnected portions of the stream into Mounts Park Lake. Based on our understanding at this time, this approach will reduce the risk to the landfill cap's long-term integrity. Additionally, the downstream culvert likely is the geomorphic control that led to channel avulsion, erosion, and breach of the cap; we assume the Township has little opportunity to modify this structure as it is on adjacent private property, so directly addressing the driver of instability and reconnecting the full length of stream is not feasible.

The design will focus on using natural processes in the geomorphic setting of the Park (e.g. hydrology, sediment supply and transport, likely channel evolution) to maintain channel planform, profile, and dimension over time. We will identify appropriate reference conditions to establish design targets and use natural channel design principles to inform design. Bioengineering will be used to the extent practical given site constraints and risk associated with the landfill cap. Historical site uses, substrate materials, and future park uses will be considered in channel realignment for consistency with master planning goals. Stormwater control structures, including inlet and outlet structures for the ponds on-site, will be designed in accordance with the hydraulic studies performed. Landscaping and mixed-use paths will be considered during design and optimized for site stability, channel stability, and mixed-use site access.

### Task 2.2: Landfill Remediation

We understand the Mounts Park has provided a Rule 3745-27-13 Compliance Plan (July 26, 2017) outlining the activities for the landfill remediation:

- Any solid waste that has migrated away from the landfill will be returned to within the original boundaries.
- A minimum of two feet of clay soil will be placed around any exposed solid waste.
- Clean backfill soil will be placed in the former stormwater swales to bring them to grade so future rainfall will sheetflow away from the landfill.
- Fill material will be visually inspected and logged by a technician before being placed. Only clean soil fill will be used. Fill material will be compacted with heavy equipment.

Reference: Mounts Park Stream Restoration and Improvements

- The surface will be completed similar to the existing park: vegetative cover with grass seed, mulch and an erosion control mat.

The 1976 Solid Waste Facility closure rules, as defined in the Ohio Revised Code (ORC) 3745-27-10 Closure of Sanitary Landfill define the compacted soil cap as:

Non-putrescible materials having low permeability to water, good compactability, cohesiveness, and relatively uniform texture. It should not contain stones, cobbles, boulders, or other large objects. Suitable materials include, but are not limited to, loam, sandy loam, silty loam, silty clay, and sandy clay (GT Environmental 2020).

The landfill remediation can be incorporated into the stream restoration/realignment with the following project approach:

1. Overexcavate eroded areas to develop a uniform subgrade condition. This assumes that the waste layer have not been exposed by erosion.
2. Place and compact soil material per the above-outlined landfill closure standards.
3. Place hard armoring (e.g., machined riprap) above the compacted soil material.

## Task 2.3: 50% Design Package

Stantec will advance the approved conceptual design and produce a preliminary design package, including a plan set, and opinion of probable construction cost (OPCC). Plans will be produced as linework over the topographic survey basemap. After submitting the 50% design package, Stantec will revise the deliverables based on feedback from the Township and return a final 50% design package suitable for use in public outreach and/or stakeholder engagement.

Task 2.3 Deliverables:

- 50% Plans, with:
  - Title Sheet
  - Sheet Index
  - Preliminary plan and profile sheets, without construction notes
  - Typical Sections
  - Stream Restoration, Stormwater, and Landfill Details
  - Planting Plan
- OPCC for construction items indicated on plans
- Virtual 50% Design review meeting

**Reference:**     **Mounts Park Stream Restoration and Improvements**

#### Task 2.3 Assumptions and Exclusions:

- Stantec assumes one round of comment response and revision
- Delivery of plans and OPCC will be digital in PDF format
- Stantec assumes the Township has an established CAD standard, with templates it will provide to Stantec; if the Township does not have CAD standards, we assume Stantec internal standards are acceptable.

### Task 2.4 95% Design Package

Under this Task, Stantec will update the 50% Package to a 95% design level based upon comments received from the Township. This package will add detail and constructability notes, include technical specifications, and advance the OPCC to include quantities, unit costs, and a draft bid tab.

#### Task 2.4 Deliverables:

- 95% Design Drawings including:
  - Updated Cover sheet and sheet index
  - General Notes
  - Structure tables, control point tables, and alignment tables as needed
  - Updated Plan and Profile
  - Preliminary structural, demolition, civil/site, landscaping, and overall site plans as needed, and including construction notes
  - Construction Sequencing Plans
  - Updated Stream Restoration, Stormwater, and Landfill Details
  - Updated typical sections
  - Comparison sections cut from existing and proposed ground surfaces
  - Preliminary maintenance of traffic plans
  - Preliminary Erosion and Sedimentation Control Plans
  - Updated planting plan and schedule
- Technical Specifications for preliminary demolition and construction activities, construction materials, specialized structures, appurtenances, and landscape elements



Reference: Mounts Park Stream Restoration and Improvements

- Engineer's Opinion of Probable Construction Cost, Quantity Takeoff, and Bid Tab
- 95% Design meeting

Task 2.4 Assumptions and Exclusions:

- Stantec assumes one round of review and comment by the Township
- Bid tab items will follow ODOT CRMS and reference its general items where applicable.

## Task 2.5 100% Design Package & Preconstruction Services

Under this Task, Stantec will incorporate comments on the 95% design and finalize the design package. This package will produce deliverables to serve as the basis for bidding, contract, and construction documents.

Task 2.5 Deliverables:

- 100% Design Drawings including:
  - Final Cover sheet and sheet index
  - Final General Notes
  - Final Structure tables, control point tables, and alignment tables
  - Final Plan and Profile
  - Complete structural, demolition, civil/site, landscaping, and overall site plans as needed, and including construction notes
  - Final Construction Sequencing Plans
  - Final Stream Restoration, Stormwater, and Landfill Details
  - Final typical sections
  - Construction sections cut from existing and proposed ground surfaces
  - Final Maintenance of traffic plans
  - Final Erosion and Sedimentation Control Plans
  - Final Planting plan and schedule
- Final Technical Specifications formatted for insertion into the Townships bid booklet
- Final Engineer's Opinion of Probable Construction Cost, Quantity Takeoff, and Bid Tab

Reference: Mounts Park Stream Restoration and Improvements

- 100% Design meeting

#### Task 2.4 Assumptions and Exclusions:

- Stantec assumes one round of review and comment by the Township, to be incorporated in bid package preparation
- Stantec assumes the Township will provide a template for technical specification formatting
- Bid tab items will follow ODOT CRMS and reference its general items where applicable.

## If-Authorized Tasks

Stantec understands the Township has contracted with Goodhue Consulting to serve as their Owner's Representative for this project and to assist in grant pursuit and has retained ASC Group to secure state and federal permits. The optional tasks described below are proposed to supplement Goodhue Consulting and ASC Group with their scope of work if requested by the Township. Stantec has also included if-authorized services for master planning support and bid package preparation. These services can be provided on a time and materials, not to exceed basis per the rates in Table 3. Work outside the proposed scope items below can be provided under a separate scope of work per the rates in Table 3. Stantec will not initiate these tasks without prior written approval from the Township or its Representative.

### Task 3 Extended Topographic Survey

This task includes extending channel sections beyond 100 feet from top of bank, additional overbank data collection, structure and infrastructure data, and ancillary data including trees not to be disturbed in areas outside the limits show in Figure 1. This is anticipated to include the area of active erosion and avulsion, and the area north of this between Stubbs Mill Road and Mount Park Lake. The need for this information will be determined during field assessments in Task 1.3. Additional survey will not be performed without prior authorization from the Township or their representative. This work is estimated to take 80 hours for a fee of 15,000.

### Task 4 Permitting Assistance

Stantec will assist ASC group with revising the CWA Section 401 and 404 permits if necessary. This work could include narrative descriptions of project activities, quantification of impact to Jurisdictional Waters of the US (WOTUS), and preparation of supporting figures.

#### Permitting Assistance Exclusions and Assumptions

- We assume one round of permit application revisions each for the existing 401 WQC and NWP, with a fill quantity update, WOTUS impact quantity update, narrative description of new actions, and limit of disturbance figure for each
- We assume no formal consultation with USFWS or a BA will be required

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**Reference:** Mounts Park Stream Restoration and Improvements

- Formal presence/absence survey for mussels and relocation is excluded
- Our proposal does not include labor or direct cost associated with stream/wetland delineation or mitigation design
- Archaeological/historical resource surveys are not included
- Coordination with FEMA or application for a LOMR or CLOMR
- Permitting fees will be paid by the Township
- Proposed \$9,650 fee is based on the above tasks and an estimated 64 hours of effort. Work beyond this cap can be provided under a separate scope of work.

## Task 5 Grant Pursuit Assistance

Stantec will assist Goodhue Consulting with preparing grant applications if authorized. This work could include narrative descriptions of project activities, quantity and cost estimate summaries, and preparation of supporting figures.

### Grant Pursuit Assistance Exclusions and Assumptions

- We assume support for two grant opportunities
- We assume Goodhue Consulting will prepare grant applications
- Coordination with grant agencies is not included
- Proposed \$10,650 fee is based on the above tasks and an estimated 64 hours of effort. Work beyond this cap can be provided under a separate scope of work.

## Task 6 Master Plan Support

Under this task, Stantec landscape architects and community planners will review the existing Mounts Park Master Plan. They will then compare the plan to the proposed designs to identify potential conflicts with the Master Plan and coordinate with the Township and design team to resolve them.

### Master Plan Support Exclusions and Assumptions

- We assume up to two virtual coordination meetings
- Detailed master planning activities are not included but can be provided under a separate scope of work
- Proposed \$9,420 fee is based on the above tasks and an estimated 56 hours of effort. Work beyond this cap can be provided under a separate scope of work.

## Task 7 Bidding Package Preparation

Stantec will prepare a package for advertisement and bidding for the project under this task. We will take comments received from the Township on the 100% design and incorporate them into the bid documents. We will also compile a full set of bidding specifications, including front-end specifications for inclusion in a comprehensive bid booklet. A bid tab with pay items will be included in this submittal, based on final quantity takeoffs. Stantec will also assist the Township in developing a construction contract for project implementation. We will review bids received and provide the Township with a recommendation on Contractor award.

### Bidding Package Preparation Deliverables

- Issued for Bid Specifications
- Issued for Bid Drawings
- Bid tab for Contractor use
- Compiled Bid Booklet

### Bidding Package Preparation Exclusions and Assumptions

- Township will provide typical front-end specifications for application to the project bid booklet
- Stantec assumes the Township has standard construction contracts, which we will review and comment on for application to this project
- Stantec will reply to up to two rounds of contractor requests for information (RFIs) and will issue up to two addenda based on questions and clarification requests received
- Estimated fees are based on 2024 rates, work beyond December 2024 will have a 5% escalation applied to the rates in Table 3
- We assume the Township will advertise the project, facilitate prebid meetings, and host the bid opening
- Construction phase services are not included in this phase of work

## Phase 3 - Implementation

Following completion of Phase 2 activities, we recommend an implementation meeting to discuss next steps, schedule, and the Township's preferred model for executing the project. We can provide full construction services, which include administrative, quality assurance, day to day observation, submittal review, invoice and change order review, material testing services, and project closeout services. Constructability drives many of our design decisions and will be at the forefront of our design process. We feel having engineers trained in the latest stream restoration techniques and geomorphology on site



Reference: Mounts Park Stream Restoration and Improvements

maximizes value returned to a project by reducing the potential for error and construction delays. We understand that construction is a critical phase and are thorough and diligent in our oversight. We will be responsible for the quality and completion of the work per the final design plans and specifications while adhering to permit requirements. Stantec will accomplish this while achieving project milestones on time and within budget. We can provide these services based on the hourly billing rates included in Table 3 below.

## Schedule and Fees

Stantec can deliver the 100% Design Package for a lump sum total of \$262,385 as indicated in Table 1. We can complete the services described in Phases 1 and 2 by January 31, 2025 assuming notice to proceed by March 29, 2024 per the schedule in Table 2. We assume a two-week period for review and comment for deliverables by the Township and Owner's representative. Delays beyond these assumed dates and durations will be reflected in a concurrent delay in submittal of final deliverables. If design revisions that require regulatory review out of the control of Stantec, we will work with the Township and Owner's Representative to adjust project schedule to minimize impact on final deliverable dates.

**Table 1. Proposed Hours and Fee for Mounts Park Stream Restoration and Improvements**

Task	Task Name	Hours	Labor	Expense	Total
<b>Phase 1: Project Development &amp; Planning</b>					
<b>1</b>		<b>653</b>	<b>111,282</b>	<b>3,455</b>	<b>114,282</b>
1.1	Project Planning	75	13,914	0	13,914
1.1.1	Kickoff Meeting	5	944	0	944
1.1.2	PMP Development	16	2,992	0	2,992
1.1.3	Internal Financials & Updates	54	9,978	0	9,978
1.2	Gap Analysis	52	8,812	0	8,812
1.3	Field Assessment	325	56,539	3,455	59,994
1.3.1	Geomorphic Investigation	94	15,664	2,600	18,264
1.3.2	Topographic Survey	206	36,038	855	36,893
1.3.3	Subsurface Exploration	24	4,632	0	4,632
1.4	H&H Analysis	124	19,390	0	19,390
1.5	Conceptual Sketches	77	12,627	0	12,627
<b>Phase 2: Detailed Design</b>					
<b>2</b>		<b>868</b>	<b>147,148</b>	<b>500</b>	<b>147,658</b>
2.1	Stream & Stormwater Design	112	18,376	0	18,376
2.2	Landfill Remediation	36	6,948	0	6,948

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Reference: Mounts Park Stream Restoration and Improvements

2.3	50% Design Package	330	55,758	0	55,758
2.3.1	50% Plan Set	184	30,808	0	30,808
2.3.2	50% BODR	68	11,660	0	11,660
2.3.3	50% Specifications & OPCC	78	13,290	0	13,290
2.4	95% Design Package Preparation	248	40,162	0	40,162
2.4.1	95% Plan Set	158	26,534	0	26,534
2.4.2	95% Specifications & OPCC	80	13,628	0	13,628
2.5	100% Design Package Preparation	152	25,904	500	26,404
2.5.1	100% Construction Drawings	88	14,816	0	14,816
2.5.2	100% Specifications	40	7,008	0	7,008
2.5.3	Prebid Meeting	12	2,040	250	2,290
2.5.4	Preconstruction Meeting	12	2,040	250	2,290
<b>Total</b>		<b>1,521</b>	<b>258,430</b>	<b>3,955</b>	<b>262,385</b>

Table 2. Estimated Project Schedule.

WBS Code	Task Name	Start Date	End Date	Duration (days)
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Design with community in mind



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Reference: Mounts Park Stream Restoration and Improvements

1	Phase 1: Project Development & Planning	2024-03-25	2024-12-12	263
1.1	Project Planning	2024-03-25	2024-12-12	263
1.1.1	Kickoff Meeting	2024-04-08	2024-04-12	5
1.1.2	Internal Financials & Updates	2024-03-25	2024-12-12	263
1.1.3	PMP Development	2024-03-25	2024-04-05	12
1.2	Gap Analysis	2024-04-15	2024-04-19	5
1.3	Field Assessment	2024-04-22	2024-06-14	54
1.3.1	Geomorphic Investigation	2024-04-22	2024-06-07	47
1.3.2	Base Topographic Survey	2024-04-22	2024-05-10	19
1.3.3	Subsurface Exploration	2024-04-22	2024-06-14	54
1.4	H&H Analysis	2024-04-22	2024-06-14	54
1.5	Conceptual Sketches	2024-05-13	2024-06-14	33
2	Phase 2: Detailed Design	2024-06-17	2024-10-25	131
2.1	Stream & Stormwater Design	2024-06-17	2024-09-09	85
2.2	Landfill Remediation	2024-07-15	2024-09-09	57
2.3	50% Design Package	2024-09-09	2024-10-25	47
2.3.1	50% Plan Set	2024-09-09	2024-10-25	47
2.3.2	50% BODR	2024-09-27	2024-10-25	29
2.3.3	50% Specifications & OPCC	2024-10-04	2024-10-25	22
2.4	95% Design Package			
2.4.1	95% Plan Set	2024-11-11	2024-12-12	32
2.4.2	95% Specifications & OPCC	2024-11-18	2024-12-12	25
2.5	100% Design Package & Precon Services			
2.5.1	100% Construction Drawings	2025-01-06	2025-01-31	26
2.5.2	100% Specifications	2025-01-07	2025-01-31	25
2.5.3	Prebid Meeting	2025-03-03	2025-03-07	5
2.5.4	Preconstruction Meeting	2025-06-02	2025-06-06	5

Table 3. If-Authorized Task Hours and Estimated Fees

Task	Task Name	Hours	Fee
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Design with community in mind

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Jeff Wright, Township Administrator

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Reference: Mounts Park Stream Restoration and Improvements

3	Extended Topo Survey	80	\$15,000
4	Permitting Support	64	\$9,650
5	Grant Pursuit Support	64	\$10,650
6	Master Planning Support	56	\$9,420
7	Bidding Package Preparation	300	\$49,414
7.1	Contract Development Support	48	\$6,208
7.2	Front End Specification Support	24	\$4,200
7.3	IFB Specifications	12	\$2,232
7.4	IFB Drawings	28	\$4,840
7.5	Bid Tab Development	22	\$3,850
7.6	Compile Bid Booklet	26	\$4,304
7.7	RFI Responses	51	\$8,661
7.8	Bid Addenda	67	\$11,269
7.9	Bid Review & Recommendation	22	\$3,850



**Table 4. Project Billing Rates by Staff Role.**

Role	Billing Level	Billing Rate
Principal	Level 14	\$205.00
Senior Associate	Level 13	\$196.00
Project Manager	Level 12	\$187.00
Senior Engineer	Level 12	\$187.00
Project Engineer	Level 11	\$181.00
EIT	Level 10	\$169.00
CAD Designer	Level 09	\$163.00
Engineering Technician	Level 09	\$163.00
Surveyor	Level 09	\$163.00
Environmental Scientist	Level 07	\$146.00
GIS Analyst	Level 06	\$138.00
Landscape Architect	Level 09	\$163.00
Senior Landscape Architect	Level 11	\$181.00
Contract Developer	Level 03	\$109.00
Senior Corporate Council	Level 15	\$231.00

Thank you for the opportunity to assist the Township in achieving its goals for Mounts Park. Please feel free to reach out with questions or to discuss the elements in this scope and fee.

Regards,

  
**Jonathan Scheibly** PE, PWS, CERP  
Senior Associate  
Phone: (606) 315-4331  
Jonathan.scheibly@stantec.com

  
**Sam Lee** PE  
Senior Water Resources Engineer  
Phone: (859) 475-6140  
samuel.lee2@stantec.com

If Hamilton Township agrees with this proposal, Hamilton Township shall authorize Stantec to perform the work by signing and returning a copy of the attached Professional Services Agreement.

Attachment: Mounts Park PSA  
c. File



**Office of Parks and Recreation**  
**3/6/24 Trustee Meeting**

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

**MOTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE CONCESSION STAND OPERATOR AGREEMENT WITH WILLIAM BARNHILL AT TESTERMAN PARK FOR 2024 SEASONAL OPERATION.**

This agreement shall commence on March 15, 2024 and continue until October 15, 2024 unless earlier terminated pursuant to other provisions of the agreement. The parties estimate a net profit shall be derived from the premises and agree that net receipts generated above the breakeven shall be distributed as follows: The Township shall be entitled to the first \$2,000 of net receipts, and Operator entitled to remaining \$1,500. In the event actual net receipts generated during the term exceed \$3,500, the Parties shall split such additional profits as follows: (i) 80% to the Township and (ii) 20% to the Operator. All details are explained in the attached contract.

## CONCESSION STAND OPERATOR AGREEMENT

This **CONCESSION STAND OPERATOR AGREEMENT** (this "Agreement") is entered into as of this \_\_\_\_ day of March, 2024 (the "Effective Date") by and between **HAMILTON TOWNSHIP, WARREN COUNTY, OHIO** (the "Township") and **WILLIAM O. BARNHILL** ("Operator") (the Township and Operator may each be referred to herein 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 "Testerman Park," located at 8373 Maineville Road, Maineville, Ohio 45039 (the "Park").
- B. The Township owns a shelter house on the Park (the "Arbino Shelter House"), which contains concession stand space used for the provision of food and refreshments to patrons of the Park during certain seasonal months, commonly referred to as the Arbino Concession Stand Room (the "Premises").
- C. Operator agrees to use the Premises under the direction of the Township for the Authorized Use (defined herein) during the Agreement Term, and the Township agrees to permit Operator to use the Premises for the Authorized Use, pursuant to the terms and conditions of this Agreement.

1. **Agreement Term.** The Township hereby grants Operator authority to use the Premises for the Authorized Use, on an exclusive basis, for the period beginning on March \_\_\_\_, 2024 (the "Commencement Date") and ending on October 15, 2024 (the "Term").

2. **Distribution of Net Receipts.** The Parties estimate a net profit shall be derived from the Premises during the Term. Net receipts generated above the breakeven shall be distributed as follows: The Township shall be entitled to the first \$2,000 of net receipts, and Operator shall be entitled to the remaining \$1,500. In the event actual net receipts generated during the Term exceed \$3,500, the Parties shall split such additional profits as follows (i) 80% to the Township and (ii) 20% to Operator. Operator shall submit a single lump sum payment consisting of all amounts due and owing to the Township at the conclusion of the Agreement Term pursuant to this Section 2 on or before October 31, 2023 (all such amounts are collectively referred to in this Agreement as "Net Receipts"). On or before the 10th day of each month during the Term, Operator shall provide the Township with an excel ledger displaying daily sales, Operator expenses, and an approximate profit/loss statement with respect to operation of the Premises during the immediately preceding month.

3. **Authorized Use.** Operator shall solely use the Premises for the purpose of operating a refreshment stand serving patrons of the Park (the "Authorized Use"). The operator shall use his best efforts to open and operate the facilities but cannot guarantee that the stand will be open at all times while recreational activities are ongoing at Fields B, C, D and the Championship Field in the Park, and which have been scheduled by the Township or athletic associations or other groups authorized by the Township to hold events at the Park. The Township shall provide Operator with a schedule of events at the beginning of the Agreement Term, and reasonable advance notice if any modifications are made to the schedule throughout the Term. The operator shall notify the Township if he is unable to open and operate the facilities while recreational activities are ongoing at Fields B, C, D and the Championship Field. The Township may elect to make other reasonable efforts to provide a food and beverage option for said recreational activities when the operator is unable to open and operate. The Township shall have no duty or responsibility to engage in the Authorized Use, or assist Operator in its performance of the Authorized Use or any activity related thereto. Operator shall conduct the Authorized Use under the direction of the Township in compliance with all applicable federal, State and local laws, regulations and rules (including but not limited to regulations and

rules of the State of Ohio Department of Health and the Warren County Board of Health) (collectively, "Applicable Law"), and the terms and conditions of this Agreement.

**4. Operator Obligations.** During the Agreement Term, Operator shall:

A. Not operate or permit any type of food cooking device that requires or produces an open flame within any enclosed structure, or under any roof or overhang, on the Premises.

B. Operate the Premises, and engage in the Authorized Use, in accordance with all Applicable Law, and with the ordinary skill and care of vendors in the industry operating under similar conditions.

C. Refrain from making any alterations, additions or improvements to the Premises without the express prior written consent of the Township.

D. Refrain from assigning, pledging, encumbering or subletting the Premises, in whole or in part, to any other individual or entity without the express prior written consent of the Township.

**5. Township Obligations.** During the Agreement Term, the Township shall:

A. Perform general maintenance activities on the Park including all maintenance activities required by the authorized use of all permanent and non-permanent equipment provided by the Township at no cost to the operator nor will maintenance activity costs be calculated against the net receipts.

B. Make the Premises available for Operator's use in accordance with the terms and conditions of this Agreement.

**6. Liability Insurance.** The Township will provide and maintain a general liability policy for the operator as concessionaire for the duration of the agreement. The Township will provide the operator with a certificate evidencing its maintenance of such insurance policy prior to the commencement date.

**7. Termination.**

A. The Agreement is intended to terminate at the conclusion of the Agreement Term set forth in Section 1 above, but may be earlier terminated in accordance with this Section. This Agreement may be immediately terminated by the Township upon written notice to Operator in the event the Township: (i) becomes aware that Operator has violated any Applicable Law, or any term or condition set forth in this Agreement; or (ii) requires the Premises for any public purpose. Either Party may terminate this Agreement at any time, for any reason or no reason, upon at least thirty (30) days' prior written notice to the other Party.

B. In the event the Township terminates the Agreement prior to its natural expiration without cause (*i.e.* not due to any breach on the part of Operator), the Township shall remit a portion of the Rent paid by Operator for the applicable year, commensurate with the remaining time left in the Agreement Term as of the termination date.

C. Within twenty-four (24) hours of the Agreement termination date, Operator shall completely remove all of Operator's personal property from the Premises (and any other area of the Park in which Operator property is stored with the consent of the Township) and surrender the Premises in as good condition as they existed as of the Commencement Date (reasonable wear and tear accepted).



8. **Written Notices.** Any notice required under this Agreement shall be in writing and sent via personal delivery, or certified or overnight mailing to the recipient-Party at its below-listed address (which may be changed at any time upon notice to the other Party):

If to the Township:

Hamilton Township  
c/o Jeff Wright, Township Administrator  
7780 South State Route 48  
Maineville, Ohio 45039

If to Operator:

Bill Barnhill  
612 Eagles Nest Court  
Maineville, Ohio 45039

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. **Miscellaneous.** The Parties acknowledge that this Agreement 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 Agreement may only be modified in a writing signed by both Parties. Any provisions of this Agreement 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. Operator may not assign this Agreement, in whole or in part, to any person or entity without the Township's prior written consent.

By executing this Agreement below, the Parties hereto accept, and agree to be bound by, the terms and conditions set forth in this Agreement.

**HAMILTON TOWNSHIP,  
WARREN COUNTY, OHIO**

**WILLIAM O. BARNHILL**

\_\_\_\_\_  
Jeff Wright  
Hamilton Township Administrator

\_\_\_\_\_  
William O. Barnhill

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Office of Human Resources**  
**03/06/2024 Trustee Meeting**

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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.**

- Promote Timothy Rector to Police Captain effective March 3, 2024.
- Promote Brittany Huelsman to Police Sergeant effective March 3, 2024.
- Promote Daniel Perry to Police Sergeant effective March 3, 2024.
- On roll Seth Garrison as Police Patrol Officer effective March 3, 2024.
- Off roll Police Cadet Kade Smith effective March 1, 2024.
- Promote Robert Webster to Fire & Rescue Lieutenant effective March 17, 2024.