

TRUSTEE MEETING AGENDA 7/1/2025

9:00 AM

- Roll Call
- Pledge of Allegiance
- Approve of the Clerk’s Journal and Accept the audio/video recording as the Official Minutes of the June 18th Board of Trustees regular meeting.
- Bills before the Board

Public Comments

New Business

Resolutions

- Resolution No. 2025-0701A – Authorizing Private Sale of Unneeded and Unfit-For-Use Property

Motions

- Accept Proposal from Kleingers Group for Parks Assessment Plan

Public Comments

Fiscal Officer’s Report

Administrator’s Report

Trustee Comments

Adjournment

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

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

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



HAMILTON TOWNSHIP

HAMILTON TOWNSHIP ADMINISTRATION

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

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

Township Administrator

Jeff Wright
(513) 683-8520

Police Department

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

Fire and Emergency Services

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

Public Works

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

Assist. Fiscal Officer

Ellen Horman
Phone: (513) 239-2377

Human Resources

Cheryl Allgeyer
Phone: (513) 239-2384

Zoning Administrator

Cathy Walton
Phone: (513) 683-8520

Parks and Recreation

Nicole Earley
(513) 683-5360

Hamilton Township Trustee Meeting June 18, 2025

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

Roll call as follows: Joe Rozzi
Mark Sousa

The Pledge of Allegiance was recited by all.

A motion was made by Mr. Rozzi, with a second by Mr. Sousa, to approve the clerk's journal as the Official Meeting Minutes of June 4, 2025, Trustee Meeting.

Roll call as follows: Mark Sousa Yes
Joe Rozzi Yes

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

Roll call as follows: Mark Sousa Yes
Joe Rozzi Yes

Public Comments

Mr. Rozzi opened the floor to public comments at 6:02 PM.

Mr. Brad Turner shared that he had been in contact with Hamilton Township Zoning Director Cathy Walton and Kurt Weber from the Warren County Engineer's Office regarding an undeveloped lot in the Providence subdivision, which has since been designated as open space and was never outfitted with a sidewalk. He expressed his belief that the cost of installing the sidewalk should not be the sole responsibility of the HOA, but should instead be shared among the township, county, and HOA.

After nobody else came forward, Mr. Rozzi closed the floor to public comments.

New Business

Resolution No. 25-0618A- Adopting the 2026 Annual Tax Budget

Administrator Wright explained that the Township must adopt and submit its tax budget by mid-July to remain eligible for local government funding. The budget, conservatively prepared by Assistant Fiscal Officer Ellen Horman and reviewed by the Board, is an early estimate of 2026

revenues and expenses. Inside millage funds increased in 2025 due to revaluation, while outside millage funds remain flat due to state-mandated limits. EMS billing revenue is expected to rise with population growth. Few capital projects are planned for 2026 aside from equipment needs and Mounts Park restoration. The Township has minimal debt, with a new bond for the Public Works Facility beginning in July, funded through the Road and Bridge Fund.

Mr. Sousa asked who participates in the August meeting with the County. Ms. Horman explained that the meeting includes the Prosecutor, Matt Nolan, and the County Treasurer. Mr. Wright suggested that if Mr. Sousa wanted to discuss the revenue projections in more detail, they could schedule a separate meeting with the County Commissioners to ensure greater accuracy.

Mr. Wright believes the Board will be presented with the budget for a vote in November.

Roll call as follows: Mark Sousa Yes
Joe Rozzi Yes

Resolution No. Resolution 25-0618B – Authorizing Private Sale of Unneeded and Unfit-For-Use Property

Roll call as follows: Joe Rozzi Yes
Mark Sousa Yes

Resolution No. Resolution 25-0618C- Providing for and authorizing vegetation cutting at 1233 US Route 22-3 road, parcel 1730302005, in Hamilton Township, declaring a nuisance and declaring an emergency

Roll call as follows: Mark Sousa Yes
Joe Rozzi Yes

Motion to establish a Fund Balance Policy for annual carryovers of funds from one budget year to the next sufficient for a minimum of six (6) months of operating expenses.

Mr. Wright remind the Board they have long aimed to maintain a six-month carryover of operating funds to ensure financial stability and strategic planning. This practice helps maintain operations between budget cycles and reduces the frequency of seeking new levies, especially since most revenue comes from fixed outside millage. As part of preparing for a Moody's credit rating review, it was recommended that the Board formalize this carryover goal in writing. Year-end fund balances often occur due to project delays or planning decisions, and while these funds are allocated, they are not always spent by year-end.

Roll call as follows: Joe Rozzi Yes
Mark Sousa Yes

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

Roll call as follows: Joe Rozzi Yes
Mark Sousa Yes

Motion to approve a three-year employment agreement with Public Works Director Don Pelfrey.

Roll call as follows: Joe Rozzi Yes
Mark Sousa Yes

Public Comments

Mr. Rozzi opened the floor to public comments, to which nobody came forward.

Administrator's report

Administrator Wright gave the following updates:

Assistant Fire Chief Berkebile and Parks Manager Nicole Early participated in a Warren County EMA meeting focused on updating the County's Hazard Mitigation Plan. Following the public comment period, a representative from EMA will be invited to brief the Board at an upcoming Trustee Meeting.

Assistant Public Works Director Kris Farmer reported that crews have been replacing dozens of catch basins in neighborhoods scheduled for street repaving. Completing this work in-house ahead of milling and paving has resulted in significant cost savings.

The Junior Police Academy is underway this week, with several dozen young residents participating. Graduation for the program is scheduled for this Friday.

Trustee Comments

Mr. Sousa stated that the Township needs better oversight of subcontractors working on utility projects. He believes either the County should be required to notify the Township when these contractors are operating locally, or the Township should implement its own permitting process to ensure awareness. This comes after a recent water-main break caused by a contractor hitting a line in a subdivision, one of several incidents, including a natural gas line strike last year and other utility line issues.

Mr. Wright added that he will work with the Public Works Department to assist in tracking these utility projects.

Mr. Rozzi reminded the public that the next Trustee meeting would be held at 9:00 AM on Tuesday, July 1st.

Executive Session/ Adjournment-

Mr. Rozzi made a motion with a second from Mr. Sousa to adjourn the executive session at 6:29 PM. in accordance with ORC 121.22(G)(8a) to discuss economic development and ORC 121.22(G)(1) to discuss the employment of a public employee.

Roll call as follows: Joe Rozzi Yes
Mark Sousa Yes

Mr. Rozzi made a motion with a second from Mr. Sousa to come out of the executive session and adjourn at 7:34 PM.

Roll call as follows: Mark Sousa Yes
Joe Rozzi Yes



**Office of Chief of Police
7/1/25 Trustee Meeting**

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

Motion to approve Resolution 25-0701A- 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 9:00 a.m. on July 1, 2025, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

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

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 25-0701A**

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

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

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

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>
1994	Toyota	Camry	4T1BG12K4TU801354
2005	GMC	Canyon	1GTDT196358267387
2008	Chrysler	PT Cruiser	3A8FY48B78T214054
2004	Lexus	IS 300	JTHBD192040092383

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 1st day of July 2025.

Attest:

Leah M. Elliott, Fiscal Officer

Approved as to form:

Benjamin J. Yoder, Law Director

I, Leah M. Elliott, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on July 1st, 2025.

Date: _____

Leah M. Elliott, Fiscal Officer



Office of Parks and Recreation
7/1/25 Trustee Meeting

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

Motion to authorize the Township Administrator to accept the proposal from Kleingers Group for a parks assessment plan in the amount of \$19,400.

Staff requests approval of the attached proposal from The Kleingers Group to conduct a comprehensive Parks Assessment Plan for Hamilton Township. This assessment will evaluate the current conditions of all amenities at all Township Parks. Through collaboration with Township staff, Kleingers will analyze features such as playgrounds, trails, courts, fields, and general park infrastructure. The resulting documentation will include photos, narrative findings, high-level cost estimates, and concept imagery to guide future park planning.

It is common for communities to have assessments performed for their park systems to guide future budgets' capital expense priorities, to give a clearer picture to current situations and to have more context as to expenses and needs when the Board receives requests for new amenities or athletic facilities from leagues or special interest groups. Having a Parks Assessment plan in place can also be helpful with competitiveness when applying for grants for future improvements.

This assessment is the critical first step in preparing a Park Master Plan that reflects both current use and long-term community goals. The plan will help the Township strategically invest in improvements that enhance recreation, connectivity, and the quality of life for residents.

Not only is the lead on this project a Hamilton Township resident, but Mr. Wright has utilized and been extremely satisfied with the services of Kleingers Group on multiple projects. This assessment is a 2025 budgeted item and will be paid out of 1000-610-730-000.

KLEINGERS LANDSCAPE ARCHITECTURE

The Landscape Architecture
Studio of The Kleingers Group

MOUNTS PARK



**THE
KLEINGERS
GROUP**

**PROPOSAL FOR
HAMILTON TOWNSHIP PARKS ASSESSMENT**

JUNE 2025

TESTERMAN PARK

June 12, 2025

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

RE: Proposal for Professional Services
Hamilton Township Parks Assessment
Parks Assessment & Improvement Opportunities

Dear Jeff,

As a member of the Hamilton Township community, I'm excited for the opportunity to present this proposal for the Hamilton Township Parks Assessment. The Kleingers Group understands that Hamilton Township would like a **Parks Assessment Plan** that will assess the existing conditions of park amenities.

We will study the park features – including play equipment, pavements, athletic fields, courts, utilization of space, circulation, and connectivity, etc. – and, infused with **our professional design experience, collaborate** with Hamilton Township staff to create an assessment that will be used to make a case for a levy in the community to spark preparation of a Master Plan that will jumpstart development.

We will lead **meetings** with staff to provide a **collaborative** assessment process to ensure thoughts from the Township are included in our final park assessment documentation. Kleingers will provide **imagery sheets** showing **precedent photos of opportunities** for park amenities to energize Trustees' investment in the future of the parks. Associated **high-level cost ranges** for the prospective common amenities will be provided within the park assessment.

Based on our expertise and past experience designing Park Master Plans including parks, open space, athletic fields, playgrounds, parking lots, drainage, walking trails, and other passive and active recreation amenities, we have generated a thoughtful Park Assessment approach.

The following is an overview of the parks (Testerman Park, Mounts Park, Marr Park, Bigfoot Run Dog Park, and Munitions Park) and an outline of the specific scope of services included with this proposal.

Testerman Park encompasses over 30 acres of land on Loveland-Maineville Road and includes ball fields, concession stand, picnic shelters, picnic tables, playground equipment, walking trails, parking lot, tennis and pickleball court, and basketball court. The park is home to Championship Field, various baseball and softball leagues in the area, a Storybook Trail stretching a ½ mile long, and multiple community events throughout the year.



JOB #: 250535.000



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Mounts Park is home to 223 acres of natural park space consisting of walking trails, two fishing lakes, benches, a sunflower field, and Memorial Gardens. Visitors can enjoy wildlife observation, walking, fishing, as well as the use of paddlecraft on either lake.



Marr Park is a 123 acre park that holds 13 soccer fields, picnic shelter, fire training tower, and expansive recreational space. It is home to Cincinnati United Soccer League and provides recreation for hundreds of kids throughout the year. The fire training tower provides opportunities for training for multiple fire departments in the area.



Bigfoot Run Dog Park located at the corner of Morrow-Cozaddale Rd and US-22, the site is a 6+ acre dog park with fenced in areas for dogs to run and play. The park features separate areas for large and small breed dogs. Trees, litter receptacles, and benches are included at the property.



Munitions Park is a 55+ acre park near the Little Miami River and the Kings Mills Army Reserve Center. The site consists of mostly wooded land and open fields. There is more to be explored concerning this property, but the future park may be subject to EPA studies and/or treated as a OPWC project.



Scope of Services

PARK ASSESSMENT

Pre-Design | Coordination | Meetings:

- Gain available GIS, aeriels, and base maps to be utilized for the Park Assessment effort. We will utilize any information provided by Hamilton Township and gather additional available GIS/aerial information to create base maps for each park.
- Review the Park Master Plans for each park, if applicable.
- Review any other pertinent studies and information from Hamilton Township related to the parks.
- Perform a site visit to each park to review and analyze the existing park aesthetics, amenities, facilities, access, uses, parking, pedestrian connections, lighting, landscape, signage, hardscape, open space, furnishings, utilization of space, etc.
- Assume meetings with Hamilton Township staff as needed throughout the assessment process.
- Provide project management, open communication, and coordination with Hamilton Township.

Park Assessment:

- Based on the information provided by the Parks Department and our site visit review and reconnaissance of each park provide a Park and Open Space Existing Conditions Assessment that will be a brief study with narrative and photos describing existing conditions, utilization of space, and site amenities, etc.
- Provide a design narrative for potential park improvements and potential opportunities to convey design intent.
- Provide imagery sheets illustrating potential park improvements and potential opportunities to convey design intent.
- Prepare high-level Cost Ranges for prospective common amenities suggested at each park. We understand that the Township would like to see costs for keeping the parks running as they currently operate, as well as, high-level cost ranges of costs for potential generic, future improvements.
- Final submittal will be an 8.5 x 11 park assessment document that provides the condition and assessment narrative, photos, high-level cost ranges, and imagery sheets with opportunities for improvement to the elements as warranted.

Revisions + Submittals:

- Anticipate one (1) round of revisions to the report.
- Submit final Parks Assessment document in digital PDF format to the Township.

Schedule

We anticipate the work outlined in the Scope of Services will be complete within approximately four (4) months. We foresee the initial site visits and assessments being complete within one (1) month of receiving a signed contract, and the final parks assessment report with high-level costs and potential opportunities being completed within three (3) months after that.

This proposal is valid for 60 days, unless formally extended by Consultant.

Professional Design Fees

FEES	
Service	Fee
<i>Landscape Architecture</i>	
Parks Assessment	\$19,400.00
TOTAL:	\$19,400.00

Expenses

- Routine non-labor expenses are included in the proposed fees outlined in the Scope of Services.
- Routine non-labor expenses will be billed to the Client as reimbursable costs in addition to the proposed fees outlined in the Scope of Services at a rate equal to **110%** of the actual direct cost.

Routine non-labor expenses include printing of deliverables outlined in the Scope of Service, typical client meeting materials, routine copies, mileage to and from project sites and Client’s office(s), normal field supplies, and other similar consumables used during regular business activities.

If special, project-specific consumables or tools are needed to complete this project, we reserve the right to charge those costs to the Client as reimbursable costs at a rate equal to **110%** of the actual direct cost.

Clarifications and Assumptions

Upfront communication about project requirements and goals with you, our Client, is very important to us.

Often times, some aspects of the project requirements and conditions are not fully known prior to us providing a scope and fee proposal. Stating assumptions within the Proposal helps us refine the Scope of Services and better associate appropriate and reasonable fees for the Project. The assumptions may or may not match the actual project requirements and conditions which may only become apparent throughout the course of the project or even after the project is complete; however identifying the conditions for which this Proposal is valid helps to provide a shared understanding about the conditions for which this Scope of Services and associated fees are valid. Please let us know if you feel any of the Clarifications or Assumptions do not match your expectations so we may revise the Proposal to better suit your needs.

We recognize that minor revisions to drawings and other project documents are normal and to be expected in the production of any project. Should major revisions or out of scope conditions arise, you will be notified of the need for additional services and anticipated additional fees before we proceed forward with additional work.

For the purposes of this proposal, we are making the following assumptions:

Assumptions		
Services	Not included	Included <i>(Scope Above)</i>
Survey		
ALTA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Boundary	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Topographical	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Record Plat	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Easement Documentation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Post-Construction As-builts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Construction Staking	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Drone Surveying/Photography	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3D Scanning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Civil Design		
SD, DD, CD Design Process	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Construction Drawings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Early Site Pkg/Mass Grading Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Public Utility Extension Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Construction Administration	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Operation & Maintenance Task	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SWPPP Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Permitting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Preliminary Design & Studies		
Due Diligence	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schematic Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Consulting	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Feasibility Studies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Traffic Study	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Flood Study	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Re-zoning & PUD Documentation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landscape Design		
Parks Assessment	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Schematic Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Renderings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Planting Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Hardscape Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jointing Plans	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Irrigation Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Site Furnishings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Construction Administration	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Assumptions		
Services	Not included	Included <i>(Scope Above)</i>
Roadway Design		
Line-Grade-Typical Submittal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Construction Drawings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Traffic Signal Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Public Utility Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Construction Administration	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Administrative Items		
AHJ Permitting and Review Fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Recording & Legal Fees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Reimbursable Budget	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Outside of Kleingers Expertise		
Architectural Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Structural Engineering	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Geotechnical Engineering	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Building MEP Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wetland & Stream Delineation	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Phase 1 & 2 ESA's	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Archaeological Surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Underground Utility Location	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Photometric Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electrical Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water & Gas Meter Sizing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Title Research	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Remote Video Inside Utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lift Station or Force Main Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fire Suppression Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Retaining Wall Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Terms and Conditions

SERVICES PROVIDED

The Kleingers Group, Inc., the “Consultant”, agrees to perform the professional services (the “Project”) as described in the preceding paragraphs and referenced documents for the “Client”,

Hamilton Township, Ohio

The Client agrees to:

Provide full information as to his requirements for the Project prior to commencement of work on the Project;

Assist Consultant by placing at his disposal all available information pertinent to the Project;

Authorize and guarantee access to and make all provisions for Consultant to enter upon private property as required to perform his services under this Agreement;

Provide and pay for all legal, accounting, and insurance counseling services, soil reports, laboratory tests and governmental permits necessary for the Project;

Give prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any defect or problem in the Project or other event that may substantially affect Consultant performance of services under this Agreement;

Promptly compensate Consultant for services rendered under this Agreement as set forth in the General Provisions outlined in the subsequent paragraphs; and

Promptly review and act on all submissions made to him by Consultant.

TIME OF COMPLETION

Consultant agrees to perform the outlined Scope of Services within the periods specified from receipt of Authorization to Proceed – exclusive of review time and time to complete review responses. Since neither Consultant nor Client have any control over reviews by third parties, the completion deadlines will be extended to accommodate reviews.

COMPENSATION

For the Scope of Services outlined in the preceding paragraphs, Client agrees to pay Consultant the compensation stated in this Agreement. Client will be invoiced each month for any work performed during the period. For hourly services, invoices will be based on the number of hours expended by the Consultant’s personnel in the period multiplied by the hourly rates specified in the agreement. For fixed fee services, invoices will be based on the percentage of the scope of work completed in the period multiplied by the project fee for that scope of work. Payment is due within 30 days of receipt of invoice. Accounts outstanding past the due date every month thereafter will be subject to a 1.5% service charge on the unpaid balance monthly.

STANDARD OF CARE

Consultant agrees to provide professional services to a standard of care that would be reasonably and professionally exercised by reputable design professionals practicing in the same or similar locality and under similar circumstances. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant’s services.

LIMITATIONS OF SERVICES

Exclusions and limitations outlined in the Agreement are not to be considered all inclusive. Unless expressly outlined as included with the Scope of Services, related services are not included under this Agreement.

ADDITIONAL SERVICES

Changes made by Client after the start of work will be considered extra and may negatively impact the stated project timeline. Consultant will notify Client in writing of changes to the scope of work requiring additional fees and will provide Client with an estimate of those fees prior to proceeding with the work.

INDEMNIFICATION / LIMITATION OF LIABILITY

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys’ fees, and defense costs, to the extent caused by the Consultant’s negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages liabilities or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by the Client’s negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

In addition, the Client agrees that to the fullest extent permitted by law, no shareholder, officer, director, principal, or employee of the Consultant shall have personal liability under this Agreement, or for any matter in connection with the professional services provided with the Project.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence.

Notwithstanding the forgoing, in recognition of the relative risks and benefits of the Project to both Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney’s fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall be the remainder of the Consultant’s insurance proceeds up to the greater of:

\$50,000.00 or the Consultant’s total fee for services rendered under this Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

FORCE MAJEURE

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence, such as natural disasters and "Acts of God."

TERMINATION OF CONTRACT

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered, the Scope of Services or the nature of the Project, and the failure of the parties to reach an agreement on the compensation and schedule adjustments necessitated by such changes;

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from the termination.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or in relation to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution.

If mediation fails, Client and Consultant agree that they shall submit any unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement to arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, effective as of the date of this Agreement. If a dispute is not resolved after arbitration, the judgment may be entered into any court having jurisdiction thereof. Should litigation or arbitration occur between the two parties relating to the provisions of the Agreement, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense / prosecution of the claim, including staff time, court costs, attorney fees, and other claim-related expenses.

OWNERSHIP AND COPYRIGHT OF DOCUMENTS

All drawings and documents prepared or furnished by Consultant pursuant to this Agreement are the instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a revocable license to use instruments of Consultant's professional service for the purpose of constructing, maintaining, or operating the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

FREE PUBLICITY

Consultant has the right to photograph the Project and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials. Should additional photos be needed in the future, Client agrees to provide reasonable access to the facility. Client also agrees to cite the name of Consultant as the provider of the professional services outlined in this Agreement in all publicity, presentations, and public relations activities that mention the name or depict the facility. Client permits Consultant to place temporary jobsite signs on the site that advertise the consultant's brand and involvement in the project.

USE OF ELECTRONIC MEDIA

Copies of documents that may be relied upon by Client are limited to printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic, or other types that are furnished by Consultant to Client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

OPINIONS OF COST

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since the Consultant has no control over the cost of

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labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot or does not guarantee that proposals, bids, or actual construction costs will not vary from Consultant's opinions of probable construction cost.

LEED CERTIFICATION

The LEED Green Building Rating System and other similar environmental guidelines (collectively "LEED") utilize certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. The Client understands, however, that LEED is subject to various and possibly contradictory interpretations. Further, compliance may involve factors beyond the control of the Consultant including, but not limited to, the Client's or Owner's use and operation of the completed project. The Consultant does not warrant or represent the project will actually achieve LEED certification.

The signing of the declaration/affirmation is for the purposes of applying for LEED certification only and is considered an owner/client service benefit and as used herein the words certify, affirm and declare shall mean an expression of the Consultant's professional opinion to the best of its information, knowledge, and belief and does not constitute a warranty or guarantee by the Consultant.

JOBSITE SAFETY DISCLAIMER

Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies or general liability insurance.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

SEVERABILITY

If any term or provision hereof is illegal or invalid for any reason whatever, such illegality or invalidity shall not affect the validity of the remaining terms of this Agreement.

ASSIGNMENT OF AGREEMENT

Neither Client nor Consultant shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this agreement.

SIGNATURES

Should Client be a corporation or governmental entity, the person signing this Agreement represents that he or she is duly authorized to execute the Agreement on behalf of the corporation for the payment of the amounts specified herein. Any agent signing on behalf of a Client represents he has full authority to sign on behalf of said Client.

EEO

The Kleingers Group supports an Affirmative Action Program. During the performance of this contract, the Consultant intends to comply with all Federal, state and local laws respecting discrimination in employment and non-segregation of facilities including, but not limited to, requirements set out at 41 CFR 60 – 1.4, and 60 – 741.5(a) 4, which equal opportunity clauses are hereby incorporated by reference and 60 – 250.45 and 29 CFR Part 471, if applicable.

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Authorization

This Agreement (total page count listed below, together with Attachments and Exhibits identified within) constitutes the entire agreement between **Consultant** and **Client** and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representations, effective as of the Effective Date listed below.

Further, **Client's** signature below represents Authorization to Proceed with the work outlined above in accordance with this proposal including the Terms and Conditions.

The Kleingers Group, Inc.



SIGNED
Lynne Nischwitz, Principal-In-Charge & Lead Landscape Architect

PRINTED NAME & TITLE
June 12, 2025

DATE SIGNED

Primary Project Contact

Lynne Nischwitz, Principal-In-Charge & Lead Landscape Architect

PRINTED NAME & TITLE
Lynne.nischwitz@kleingers.com

E-MAIL ADDRESS
513.779.7851

ADDRESS & PHONE NUMBER

Hamilton Township, Ohio

SIGNED

PRINTED NAME & TITLE

DATE SIGNED