



## **SPECIAL MEETING AGENDA 1/24/2023**

**4:45 PM**

- Roll Call
- Pledge of Allegiance

### **Public Comments**

### **New Business**

- Motion – Resolution 2023-0124A Development Agreement for Kroger

### **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 ADMINISTRATION**

Mark Sousa – *Board Chair*  
Joseph Rozzi – *Vice Chair*  
Darryl Cordrey – *Trustee*  
Kurt Weber – *Fiscal Officer*

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

#### **Township Administrator**

Steve Pegram  
(513) 239-2372

#### **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**

Lindsey Gehring  
Phone: (513) 683-8520

#### **Parks and Recreation**

Nicole Earley  
(513) 683-5360

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on January \_\_, 2023, 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 23-0124A**

**RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A  
DEVELOPMENT AGREEMENT BETWEEN THE TOWNSHIP AND THE KROGER  
CO.; AND APPROVING RELATED MATERIALS.**

**WHEREAS**, Hamilton Township (the "Township") has encouraged the development of commercial and industrial structures within its boundaries, which development would result in the creation and retention of employment opportunities in the Township; and

**WHEREAS**, the The Kroger Co. (the "Developer") has acquired or will acquire certain real property which is located with the jurisdiction of the Township and plans to develop several separate parcels as commercial properties known on the date of the adoption of this Resolution as Account Numbers [2601541, 2609746, 2620138, 2634187, 2602881, 2609738, 2659668, 2659667, 2630513, 2613239, 2612577, and 2616971] in the records of the Office of the Auditor of Warren County, Ohio (the "Project Site"), and develop and construct thereon an estimated 118,314 square foot Kroger Market Place and Fueling Center and three out lots directly in front of the proposed Kroger Market Place, together with necessary appurtenances related thereto (the "Project"); and

**WHEREAS**, the Township and the Developer have determined that the Project will benefit from collaborating on the installation and construction of certain public infrastructure improvements; and

**WHEREAS**, the Township desires to provide a basis for continued negotiations with the Developer as to the terms under which it may consider issuing tax increment financing revenue bonds in support of the construction of public infrastructure improvements in support of the Project Site and the Project as set forth in a development agreement (the "Development

Agreement”) between the Township and the Developer so as to induce the Developer to acquire the Property and to develop the Project; and

**WHEREAS**, the Township desires to approve the execution of the Development Agreement, substantially in the form attached to this Resolution as Exhibit A, to support the development of the Project.

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

**SECTION 1.** The Development Agreement between the Township and the Developer, substantially in the form attached to this Resolution as Exhibit A, is hereby approved and authorized, with changes or amendments thereto not inconsistent with this Resolution and not substantially adverse to the Township as determined by the Township Administrator executing the Development Agreement on behalf of the Township.

**SECTION 2.** The Board of Trustees hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of the Board, and that all deliberations of this Board which resulted in formal action were taken in meetings open to the public, in full compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 3.** This resolution shall be effective from the earliest date permitted by law.

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

Mark Sousa – Aye \_\_\_\_\_ Nay \_\_\_\_\_

Joseph P. Rozzi – Aye \_\_\_\_\_ Nay \_\_\_\_\_

Darryl Cordrey – Aye \_\_\_\_\_ Nay \_\_\_\_\_

Resolution adopted this \_\_\_\_ day of January, 2023.

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 January \_\_, 2023.

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

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

**EXHIBIT A**

Development Agreement

[See Attached]

## DEVELOPMENT AGREEMENT

This Development Agreement (the "Development Agreement") is entered into as of January \_\_, 2023 (the "Effective Date") by and between The Kroger Co., an Ohio corporation for profit (together with its successors and permitted assigns, the "Developer"), and Hamilton Township, Warren County, Ohio (the "Township"), a political subdivision duly organized and validly existing under the laws of the State of Ohio (the "State"), in furtherance of the public purposes, among others, of constructing public improvements as set forth in Sections 5709.73 through 5709.75 of the Ohio Revised Code (the "TIF Statute"), under the circumstances described in the following recitals:

### RECITALS:

WHEREAS, the Developer has acquired or will acquire certain real property which is located with the jurisdiction of the Township and plans to develop several separate parcels as commercial properties known on the Effective Date as Account Numbers [2601541, 2609746, 2620138, 2634187, 2602881, 2609738, 2659668, 2659667, 2630513, 2613239, 2612577, and 2616971] in the records of the Office of the Auditor of Warren County, Ohio (the "Auditor"), as more fully described on attached Exhibit A (the "Project Site"), and develop and construct thereon an estimated 118,314 square foot Kroger Market Place and Fueling Center and three out lots directly in front of the proposed Kroger Market Place, together with necessary appurtenances related thereto, as more fully depicted on attached Exhibit B (the "Project"); and

WHEREAS, to facilitate the Developer's construction and installation of the Project, certain public infrastructure improvements will need to be constructed on and around the Project Site as more particularly described on attached Exhibit C (the "Public Infrastructure Improvements"); and

WHEREAS, by its Resolution No. 19-1218 passed December 18, 2019 (the "Kroger TIF Resolution"), the Township has declared that one-hundred percent (100%) of the increase in the assessed value of each parcel of real property located within the Project Site subsequent to the effective date of the Kroger TIF Resolution (such increase, as further defined in Ohio Revised Code Section 5709.73(A)(2) and the Kroger TIF Resolution), is a public purpose and is exempt from taxation for a period commencing with the first tax year following the effective date of the Kroger TIF Resolution in which there is a building or structure on the parcel exceeding Two-Hundred Thousand Dollars (\$200,000.00) in true value recognized by the Auditor so that it first appears on the tax list and duplicate of real and public utility property and ending for a parcel on the thirtieth (30<sup>th</sup>) anniversary of such date or the date the Public Infrastructure Improvements are paid in full, whichever occurs first, all in accordance with the requirements of Ohio Revised Code Sections 5709.73, 5709.74, and 5709.75 and the Kroger TIF Resolution (the "Kroger TIF Exemption"); and

WHEREAS, the Township and the Developer have agreed to finance the Public Infrastructure Improvements through the issuance of tax increment financing revenue bonds in principal amount not to exceed \$4,300,000.00 as more particularly described on attached Exhibit D (the "Term Sheet"); and

WHEREAS, the Board of Trustees of the Township has authorized the execution and delivery of this Development Agreement pursuant to Resolution 23-[\_\_\_\_]; and

WHEREAS, the Parties agree that it is in their mutual interest to enter into this Agreement to provide for (i) the Developer's development of the Project on the Project Site, (ii) the Township's implementation of the Kroger TIF Exemption, and (iii) the financing, installation and construction of the Public Infrastructure Improvements for the mutual benefit of the Developer and the Township;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Township and the Developer agree as follows:

Section 1. The Township's Agreements. The Township hereby covenants and agrees to the following: (a) to negotiate in good faith the terms and conditions of any agreement or agreements necessary with the Office of the Engineer of Warren County, Ohio for the construction of the Public Infrastructure Improvements as agreed upon by the Township; (b) to consider a resolution of the Board of Trustees of the Township authorizing the execution and delivery of an agreement, or set of agreements providing for the financing of the costs of the Public Infrastructure Improvements through the issuance and sale of revenue bonds, in principal amount not to exceed \$4,300,000.00, ("TIF Bonds") or the reimbursement of costs incurred by the Developer from revenues derived from statutory service payments ("TIF Revenues"); and (c) to negotiate in good faith the terms and conditions of any agreement or agreements necessary to perform the obligations of the Township as described in the Term Sheet as agreed upon by the Township. The costs of issuance, capitalized interest costs, interest rate, administrative costs, legal fees, and all other costs associated with the TIF Bonds and the Term Sheet that are paid with or secured by TIF Revenues shall be expressly subject to review and approval by the Township in its sole discretion. For the avoidance of all doubt, all Township approvals shall be given or withheld in the sole and absolute discretion of the Board of Township Trustees. The implementation of all Township agreements in this Section 1 shall be subject to further approval by resolution of the Board of Township Trustees.

Section 2. The Developer's Agreements. The Developer agrees to the following: (a) to purchase the Project Site subject to the Township's performance of its obligations hereunder; (b) to construct and complete the Project, at the Project Site; (c) to construct the Public Infrastructure Improvements subject to and contingent upon the execution and delivery of any agreement or set of agreements in furtherance of the Term Sheet submitted to and approved by the Township; (d) to assume responsibility for Project operation, maintenance, and management; and (e) to take all other actions necessary to effectuate this Agreement.

Section 3. Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns. The Parties acknowledge that substantial time and effort have been invested in the negotiation of this Agreement, and the Township has entered into this Agreement with an understanding of the unique capabilities of the Developer, and, therefore, any assignment of this Agreement by the Developer to parties other than its affiliates shall be subject to the prior written consent of the Township, which consent shall be granted in the Township's sole discretion and may only be made to a person or entity financially capable of completing the

Project. Any such assignment shall expressly provide that the assignee shall comply with all the terms and requirements of this Agreement.

Section 4. Cancellation or Termination for Convenience. This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Parties or pursuant to the terms of this Agreement as to conflict in law, impracticality, and/or acts of God. Furthermore, in the event Developer does not acquire any material portion of the Project Site, this Agreement shall terminate, after which neither party shall have any further obligations hereunder except for those responsibilities which are expressly stated to survive.

Section 5. Default; Remedies.

(A) Default. The failure of either party (the "Defaulting Party") to perform or observe any obligation, duty, or responsibility under this Agreement, and failure by the Defaulting Party to correct such failure within thirty (30) days after the Defaulting Party's receipt of written notice thereof from the non-Defaulting Party shall constitute an event of default; provided, however, that if the nature of the default is such that it cannot reasonably be cured within thirty days, the Defaulting Party shall not be in default so long as Defaulting Party commences to cure the default within such thirty (30) day period and thereafter diligently completes such cure within ninety (90) days after the Defaulting Party's receipt of the non-Defaulting Party's initial notice of default.

(B) Remedies. Upon the occurrence of an event of default, the non-Defaulting Party, at its option, may, but shall not be obligated to, enforce, or avail itself of, any remedies available at law or in equity. The failure of either party to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

Section 6. Counterparts. This Agreement may be executed in counterpart, and in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

Section 7. Governing Law; Venue. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction. Each party hereto (i) irrevocably consents to the exclusive jurisdiction of any state court located within Warren County, Ohio, in connection with any matter based upon or arising out of this Agreement, (ii) agrees that process may be served upon them in any manner authorized by the laws of the State and (iii) waives and covenants not to assert or plead any objection which they might otherwise have under such jurisdiction or such process.



Section 8. Language. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against the Township or the Developer. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting, or amplifying the provisions hereof.

[Balance of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Township and the Developer each has caused this Development Agreement to be executed by its respective duly authorized officer, as of the day and year first above written.

**HAMILTON TOWNSHIP, OHIO**

By: \_\_\_\_\_  
Steve Pegram  
Administrator

**THE KROGER CO.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **FISCAL OFFICER'S CERTIFICATE**

The undersigned, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certifies that the moneys required to meet the obligations, if any, of the Township during the year 2023 under the foregoing Development Agreement have been lawfully appropriated by the Board of Trustees of the Township for such purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

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Kurt Weber  
Fiscal Officer  
Hamilton Township, Ohio

Dated: January \_\_, 2023

## **EXHIBIT A**

### Project Site

The Project Site consists of the following Account Numbers identified in the records of the Auditor as of the Effective Date:

2601541  
2609746  
2620138  
2634187  
2602881  
2609738  
2659668  
2659667  
2630513  
2613239  
2612577  
2616971

The Project Site is also described by reference to Exhibit B.

## **EXHIBIT B**

### Project Depiction

[Project Site Plan Attached]

## EXHIBIT C

### Public Infrastructure Improvements

The Public Infrastructure Improvements specifically include the costs of financing the Public Infrastructure Improvements, including the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

All of the Public Infrastructure Improvements described below are hereby determined to be "public infrastructure improvements" as defined in Ohio Revised Code Sections 5709.40(A)(8) and 5709.73(A)(6) and are intended to benefit the real property described in Exhibit A.

The Public Infrastructure Improvements consist generally of acquiring and constructing the infrastructure described below:

[Amended Engineer's Opinion of Probable Construction Cost Attached]

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**  
**GRANDIN ROAD & TOWNE CENTER BLVD EXTENSION**

Project number: 22004451.00

Date: 12/23/2022

Client name: Kroger/Warren County Eng Office/Hamilton Twp

(Based upon 2022 Construction Costs)

Ref. No.	Item No.	Description	Total Estimated Quantity	Unit	Estimated Unit Cost	Total Estimated Cost
<b>ROADWAY</b>						
1	201					
2	202					
3	202					
4	202					
3	202	PAVEMENT REMOVED	1015	SQ YD		
4	202	WALK REMOVED	200	SQ FT		
5	202	CURB AND GUTTER REMOVED	1000	FT		
6	202	CATCH BASIN REMOVED	2	EACH		
7	202	PIPE REMOVED	10	FT		
8	203	EXCAVATION	715	CU YD		
9	204	EMBANKMENT	19700	CU YD		
10	204	SUBGRADE COMPACTION	16835	SQ YD		
11	204	PROOF ROLLING	7	HOUR		
12	204	EXCAVATION OF SUBGRADE	11455	CU YD		
13	608	4" CONCRETE WALK	8500	SQ FT		
14	608	CURB RAMPS	875	SQ FT		
<b>EROSION CONTROL</b>						
15	601	ROCK CHANNEL PROTECTION, TYPE C WITH FABRIC FILTER	5	CU YD		
16	659	TOPSOIL	890	CU YD		
17	659	SEEDING AND MULCHING	8010	SQ YD		
18	659	COMMERCIAL FERTILIZER	1.1	TON		
19	659	WATER	45	MGAL		
20	832	CONSTRUCTION EROSION CONTROL	26500	EACH		
19	832	SWPPP	1	LS		
20	832	SWPPP INSPECTIONS	1	LS		
21	832	SWPPP SOFTWARE	1	LS		
<b>PAVEMENT</b>						
22	254	PAVEMENT PLANING, ASPHALT CONCRETE (VARIABLE DEPTH)	1315	SQ YD		
23	302	ASPHALT CONCRETE BASE, PG64-22	1225	CU YD		
24	304	AGGREGATE BASE	1360	CU YD		
25	407	NON-TRACKING TACK COAT	805	GAL		
26	441	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (448)	425	CU YD		

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST**  
**GRANDIN ROAD & TOWNE CENTER BLVD EXTENSION**

Project number: 22004451.00

Date: 12/23/2022

Client name: Kroger/Warren County Eng Office/Hamilton Twp

(Based upon 2022 Construction Costs)

Ref. No.	Item No.	Description	Total Estimated Quantity	Unit	Estimated Unit Cost	Total Estimated Cost
27	441	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22, (448)	320	CU YD		
28	N/A	NORTHBOUND RIGHT TURN LANE (SR 48 TO TOWNE CENTER BLVD)	1	LS		
29	452	8" NON REINFORCED CONCRETE PAVEMENT	680	SQ YD		
30	452	8" NON REINFORCED CONCRETE PAVEMENT, REALIGN DRIVEWAY (SHOOTERS)	1	LS		
31	609	COMBINATION CURB AND GUTTER, TYPE 2	3180	FT		
32	609	COMBINATION CURB AND GUTTER, TYPE 3	305	FT		
33	609	CURB, TYPE 7	130	FT		
<b>DRAINAGE</b>						
34	602	CONCRETE MASONRY	1.08	CU YD		
35	605	4" BASE PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC	2980	FT		
36	611	CATCH BASIN, NO. 3	8	EACH		
37	611	CATCH BASIN, NO. 3A	7	EACH		
38	611	4" CONDUIT, TYPE F FOR UNDERDRAIN OUTLETS	200	FT		
39	611	12" CONDUIT, TYPE B	430	FT		
40	611	12" CONDUIT, TYPE C	45	FT		
41	611	15" CONDUIT, TYPE B	335	FT		
42	611	15" CONDUIT, TYPE D	80	FT		
43	611	18" CONDUIT, TYPE C	45	FT		
44	611	MANHOLE ADJUSTED TO GRADE	1	EACH		
45	611	CATCH BASIN ADJUSTED TO GRADE	2	EACH		
46	611	STORM WATER BMP	0	LS		
<b>TRAFFIC CONTROL</b>						
47	630	GROUND MOUNTED SUPPORT, NO. 3 POST	187	FT		
48	630	SIGN, FLAT SHEET	76.75	SF		
49	630	REMOVAL OF GROUND MOUNTED SIGN AND STORAGE	9	EACH		
50	630	REMOVAL OF GROUND MOUNTED POST SUPPORT AND STORAGE	2	EACH		
51	644	CENTER LINE	0.36	MILE		
52	644	CHANNELIZING LINE, 8"	1542	FT		
53	644	STOP LINE	90	FT		
54	644	TRANSVERSE/DIAGONAL LINE, 24", YELLOW	312	FT		
55	644	CHEVRON MARKING	40	FT		
56	644	ISLAND MARKING	46	SF		

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST  
GRANDIN ROAD & TOWNE CENTER BLVD EXTENSION**

Project number: 22004451.00

Date: 12/23/2022

Client name: Kroger/Warren County Eng Office/Hamilton Twp

(Based upon 2022 Construction Costs)

Ref. No.	Item No.	Description	Total Estimated Quantity	Unit	Estimated Unit Cost	Total Estimated Cost
57	644	LANE ARROW	20	EACH		
58	644	REMOVAL OF PAVEMENT MARKING	180	FT		
59	644	REMOVAL OF PAVEMENT MARKING	2	EACH		
<b>SIGNALIZATION (TOWNE CENTER / SR 48, 4TH SIGNAL POLE ONLY)</b>						
60	625	CONNECTION, FUSED PULL APART	1	EACH		
61	625	CONNECTION, UNFUSED PULL APART	1	EACH		
62	625	NO. 6 AWG 600 VOLT DISTRIBUTION CABLE	150	FT		
63	625	NO. 10 AWG POLE AND BRACKET CABLE	40	FT		
64	625	CONDUIT, 3", 725.051	10	FT		
65	625	MONGOOSE LIGHT, POLE MOUNT, SOLID STATE (LED), AS PER PLAN, 120V, TYPE IV, 170W, 4000K	1	EACH		
66	625	TRENCH	10	FT		
67	625	GROUND ROD	1	EACH		
68	625	UNDERGROUND WARNING/MARKING TAPE	10	FT		
69	630	SIGN HANGER ASSEMBLY, MAST ARM, AS PER PLAN	3	EACH		
70	630	SIGN, FLAT SHEET	21.25	SF		
71	630	SIGN, STREET NAME	1	EACH		
72	632	VEHICULAR SIGNAL HEAD, (LED), 3-SECTION, 12" LENS, 1-WAY, POLYCARBONATE	1	EACH		
73	632	VEHICULAR SIGNAL HEAD, (LED), 5-SECTION, 12" LENS, 1-WAY, POLYCARBONATE	2	EACH		
74	632	COVERING OF VEHICULAR SIGNAL HEAD	3	EACH		
75	632	SIGNAL CABLE, 7 CONDUCTOR, NO. 14 AWG	590	FT		
76	632	SIGNAL SUPPORT FOUNDATION	1	EACH		
77	632	SIGNAL SUPPORT, TYPE TC-81.22, DESIGN 12	1	EACH		
78	SPEC	POLE PAINTING	1	LS		
79	809	STOP LINE RADAR DETECTION, AS PER PLAN	1	EACH		
<b>LIGHTING (Towne Center)</b>						
80	625	CONDUIT, 2", 725.051	887	FT		
81	625	CONDUIT, 3", 725.051	313	FT		
82	625	TRENCH, 36" DEEP	1200	FT		
83	625	UNDERGROUND WARNING/MARKING TAPE	1200	FT		
<b>WATER WORK</b>						
84	638					



## ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST GRANDIN ROAD & TOWNE CENTER BLVD EXTENSION

**Project number:** 22004451.00

**Date:** 12/23/2022

**Client name:** Kroger/Warren County Eng Office/Hamilton Twp

(Based upon 2022 Construction Costs)

[illegible]

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST  
GRANDIN ROAD & TOWNE CENTER BLVD EXTENSION**

**Project number:** 22004451.00

**Date:** 12/23/2022

**Client name:** Kroger/Warren County Eng Office/Hamilton Twp

(Based upon 2022 Construction Costs)

Ref. No.	Item No.	Description	Total Estimated Quantity	Unit	Estimated Unit Cost	Total Estimated Cost
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**ASSUMPTIONS:**

- 1 Storm water BMP is detention, constructed with site project
- 2 Plans show 16" water main. TIF pays for the cost of 8" main. WCWS will cover the additional cost to upsize to 16".
- 3 Right of way cost at Shooters assumed to be \$0. Cost of constructing second access point included with project construction cost.
- 4 Additional funding of a NB right turn lane on SR48 at Towne Center Blvd will be eligible If additional funds are available.