



TRUSTEE MEETING AGENDA 8/19/2026

3:00 PM

- Roll Call
- Pledge of Allegiance
- Approve of the Clerk's Journal and Accept the audio/video recording as the Official Minutes of the August 5th Board of Trustees regular meeting.
- Bills before the Board

Award – Warren County Township Association, Parker McAffry

Public Comments

New Business

Resolutions

- Resolution No. 26-0819A- Declaring Parcels Within the Pebble Lane TIF, Infrastructure Improvements, and Establishing a Fund
- Resolution No. 26-0819B – Authorizing Private Sale of Unneeded and Unfit-For-Use Property
- Resolution No. 26-0819C – Frye Sanitary Sewer Easement on Marr Park
- Resolution No. 26-0819D – Increase Appropriations in the Cemetery Fund

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

ADMINISTRATION

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

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

Township Administrator

Jeff Wright
(513) 683-8520

Police Department

Quillan Short – 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

August 5, 2026

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

Roll call as follows: Mark Sousa
Darryl Cordrey
Joe Rozzi

The Pledge of Allegiance was recited by all.

The Board welcomed Jen Patterson as the Township's new Assistant Administrator. Mr. Wright introduced Ms. Patterson, noting her experience in local government within neighboring communities, with a primary focus on economic development. He also shared that she earned a bachelor's in public administration from Miami University and a law degree from the University of Cincinnati.

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to approve the audio/visual as the Official Meeting Minutes of the July 15th Board of Trustees regular meeting.

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

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

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

Public Comments

Mr. Sousa opened the floor for public comment at 6:03 p.m., with nobody approaching he closed the floor to comments.

New Business

Resolution No. 26-0805A- Authorizing an MOU with the Warren County Tactical Response Unit

Police Chief Short reported that Warren County has opened a new Criminal Suppression Training Facility, which includes an indoor firearms range and a simulation house. The facility will provide Hamilton Township officers with expanded training opportunities, allowing them to utilize the facility on a scheduled basis.

Mr. Sousa made a motion with a second from Mr. Cordrey approving Resolution 26-0805A, a resolution authorizing the execution of a memorandum of understanding for participation in the Warren County Tactical Response Unit.

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

Resolution No. 26-0805B – Authorizing Private Sale of Unneeded and Unfit-For-Use Property in the Fire Department

Mr. Sousa made a motion with a second from Mr. Cordrey to approve resolution 26-0805B, a resolution authorizing private sale of unneeded and unfit-for-use property in the Fire Department.

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

Resolution No. 26-0805D – Authorizing an Increase in Appropriations in the General Fund

Mr. Sousa made a motion with a second from Mr. Cordrey to approve Resolution 26-0805D, a resolution authorizing an increase in appropriations for Contracted Services (\$83,000.00) and Dues and Fees (\$9,000.00) in the General Fund.

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

Motion- Approve the sale of Cemetery Deeds as presented.

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to approve the sale of a cemetery deed as presented to the board.

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

Motion- Approve the purchase of Axon Cameras for Fire Department Vehicles

Chief Jewett explained that department initially purchased 13 Black Vue cameras, many have since required replacement. Each Axon camera system includes a dash camera and a secondary in-vehicle camera that is being evaluated for use in the patient care area.

Chief and staff are recommending the Axon contract due to the company's proven services with the Police Department. Unlike the current system, Axon stores data securely in the cloud, includes redaction capabilities, and provides an audit trail. The contract also includes camera replacements if technology changes during the five-year term.

Although Axon charges an installation fee, the cost will be reimbursed since Township mechanics will complete the installations, resulting in a \$19,500 reimbursement to the Fire Department. The added security, liability protection, and improved documentation capabilities make this a worthwhile investment for the Township.

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to approve a purchase agreement with Axon Enterprises, Inc. for thirteen vehicle dash cameras and license bundles for Fire Rescue vehicles in the annual amount of \$29,533.92 for five years.

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

Motion- Approve the forming of Hamilton Township Fire Rescue Auxiliary

Fire Chief Jewett announced plans to establish the Hamilton Township Fire Rescue Auxiliary. The program will provide an opportunity for retired firefighters, EMTs, and community members to support the department through non-emergency activities, including firefighter rehabilitation during extended incidents and assisting with public events such as Touch-A-Truck and the annual open house.

The department is working with legal counsel to develop the necessary waivers and guidelines for auxiliary members. The goal is to formally establish the Auxiliary as a 501(c)(3) nonprofit organization, similar to the Hamilton Township Citizen's Police Academy Alumni Association. This will increase community involvement and provide opportunities to seek additional funding support for fire education and public outreach programs.

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to approve the forming of the Hamilton Township Fire Rescue Auxiliary

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

Motion- Authorizing Township Administrator to go into agreement with MSP Designs for Evaluation and Design Building Plans for the Police and Fire Department

Administrator Wright provided an update on the need to evaluate future facility needs for the Police Department and Fire Stations 76 and 77.

The Police and Administration Building was constructed in 2000 when the Township's population was approximately 8,600. With today's population of 34,000, the facility no longer meets the needs of the Police Department due to increased staffing, records storage, evidence storage, safety, and security requirements.

Fire Station 77 was built when the community was much smaller, and the department relied heavily on volunteer and part-time staffing. The building has reached the end of its useful life as a 24/7 operational station due to age, maintenance issues, and current department needs. Staff recommend evaluating the replacement of the station at its current location.

Fire Station 76 was reduced in size during the design process before construction began, resulting in a facility that does not fully meet the needs of the department today. Staff are recommending an evaluation of potential additions and space improvements to better support current and future operations.

To help plan for future facility needs and budgeting, staff have requested MSP Design to provide evaluations, conceptual plans, cost estimates, and recommendations for improvements or replacement of these facilities. The Trustees agreed that additional long-term planning is needed to address the Township's growth and ensure future generations have the facilities necessary to serve the community.

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to approve the Township Administrator to enter into an agreement with MSP Design to provide evaluation and design services for work orders for the Police Department Renovation & Feasibility Study, Fire Station 76 Expansion & Renovation, and New Fire Station 77 & Renovation, and to execute all necessary documents on behalf of the Township.

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

Motion- Approve Hamilton Township Roster as Presented

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

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

Motion- Accept the resignation of Zoning Commission board member Eric Reiners, effective April 15, 2026.

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, accepting the resignation of Zoning Commission board member Eric Reiners, effective April 15, 2026.

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

Motion- Appoint Steve Blow to the Zoning Commission starting April 15, 2026, ending December 31, 2028.

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to appoint Steve Blow to the Zoning Commission starting April 15, 2026, ending December 31, 2028.

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

Motion- Appoint Kevin Mitchell as an Alternate to the Zoning Commission starting August 5, 2026, ending December 31, 2029.

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to appoint Kevin Mitchell as an Alternate to the Zoning Commission starting August 5, 2026, ending December 31, 2029.

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

Public Comments

Mr. Sousa opened the floor to public comments at 6:36 p.m., with nobody approaching he closed the floor to comments.

Fiscal Report

Ms. Elliott provided the July fiscal report, noting that the Township is approximately 58% through the year. Revenue collections are at 59% and expenditure is at 66%, which is consistent with the same period last year.

Ms. Elliott also updated the Trustees on her research into new accounting software, with the goal of moving toward a more paperless process. She noted that the current UAN software may be better suited for smaller townships and may not fully meet the needs of Hamilton Township. Mr. Wright stated that he will reach out to CLOUT and the Center for Local Government to gather information on what other similarly sized townships are using.

Administrator's Report

Mr. Wright gave the following report:

The Hamilton Township Police Department will conduct firearms training at Mounts Park on Tuesday and Thursday next week. The park will be closed from 6:00 a.m. to 10:00 a.m. during training, and a social media notice has been posted to inform the public.

The Fire and Rescue Department responded to three house fires since Friday, including two on Monday. Chief Jewett thanked neighboring departments for providing mutual aid and reminded residents to safely use and store lithium batteries and avoid leaving electric toys and tools plugged in to charge longer than necessary.

Public Works has completed the full-depth road repairs on streets scheduled for resurfacing this year. Paving is underway in the Autumn Run and Miami Bluffs subdivisions and is expected to be completed tomorrow. Construction of the new Public Works Facility remains on schedule for completion on November 2.

The Warren County Water & Sewer Department will begin replacing two sewer pump stations on August 17, weather permitting, resulting in a two-week closure of a portion of Old 3C Highway. This will be followed by an 11-week closure of the bridge over the Little Miami River. Detour routes will be in place, updates will be provided by the Warren County Engineer's Office, and Hamilton Township's Fire and Police Departments will provide mutual aid to portions of Deerfield Township during the closures.

The contractor completing the Mounts Park improvements is expected to finish most of the work within the next few weeks. The contractor will return in late September or early October to plant trees as part of the stabilization project when conditions are more favorable. Lastly, the scheduled Trustee meeting for August 19th will be moved from 6 pm to 3 pm.

Trustee Comments

Mr. Rozzi was unable to attend National Night Out but noted that he heard the event had a great turnout. Mr. Cordrey thanked everyone involved with the event, including the community partners who participated. He highlighted the Police Department's drone demonstration as a particularly interesting addition and thanked Mr. Rozzi for his donation of the fireworks, as well as Mr. and Mrs. Oeder for allowing the Township to use their property to host the event. He also welcomed Jen Patterson to the Administration team.

Mr. Sousa echoed Mr. Cordrey's comments regarding National Night Out and thanked the residents who applied for the Zoning Commission position. He reminded residents that the next community event will be the Cardboard Boat Regatta at Oeder Lake.

Mr. Sousa also provided an update regarding utility work near the new ALDI location. With the scheduled soft opening on August 19, there will initially be one entrance from Grandin Road.

Once Duke Energy completes the utility work, a right-in/right-out entrance will be available from State Route 48.

The Trustees then turned the meeting over to Police Chief Short, who reported that the Hamilton Township Police Department has partnered with county and state agencies to conduct commercial vehicle enforcement efforts to ensure drivers and vehicles are operating in compliance with state regulations.

Adjournment-

Mr. Sousa made a motion with a second from Mr. Cordrey to adjourn at 6:56 p.m.

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



Administrator

8/19/26 Trustee Meeting

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

Motion to approve Resolution 26-0819A, a resolution declaring certain public infrastructure improvements to be a public purpose; declaring the improvements to certain parcels within the unincorporated area of Hamilton Township, Warren County that directly benefit from the public infrastructure improvements to be exempt from real property taxation; requiring the owners of the improvements to make service payments in lieu of taxes; designating the public infrastructure improvements to be made that will directly benefit the parcels; establishing a Township Public Improvement Tax Increment Equivalent fund for the deposit of service payments; authorizing the execution and delivery of a Tax Increment Financing (TIF) agreement with Grandin Road Development, LLC; and authorizing and approving related matters.

This resolution establishes a 10-year, 75% Tax Increment Financing (TIF) agreement for new industrial buildings planned on Grandin Road. A TIF does not abate property taxes. Instead, 75% of the new property tax value created by the development is temporarily redirected to help pay for public infrastructure needed for the project. As part of this agreement, the developers (Farruggias and Hickory Capital) are required to construct a new road that will connect Grandin Road to the future roadway (an extension of Towne Center Boulevard) being built by Hills Communities for its planned apartment development. This helps improve connectivity and supports future growth without using existing Township tax dollars.

The Township of Hamilton, Warren County, Ohio Board of Township Trustees met in regular session on August 19, 2026 at 3:00 p.m. at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey – Trustee, *Vice Chairman*

Joseph P. Rozzi – Trustee

Mr. _____ presented the following Resolution and moved its adoption:

RESOLUTION No. 2026-_____

RESOLUTION DECLARING CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE A PUBLIC PURPOSE; DECLARING THE IMPROVEMENTS TO CERTAIN PARCELS WITHIN THE UNINCORPORATED AREA OF HAMILTON TOWNSHIP, WARREN COUNTY THAT DIRECTLY BENEFIT FROM THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS OF THE IMPROVEMENTS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; DESIGNATING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE THAT WILL DIRECTLY BENEFIT THE PARCELS; ESTABLISHING A TOWNSHIP PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SERVICE PAYMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX INCREMENT FINANCING AGREEMENT WITH GRANDIN ROAD DEVELOPMENT, LLC; AND AUTHORIZING AND APPROVING RELATED MATTERS.

WHEREAS, in accordance with Ohio Revised Code Sections (“**R.C.**”) 5709.40 and 5709.73 through 5709.75 (the “**TIF Statutes**”), the Township of Hamilton, Warren County, Ohio (the “**Township**”) intends to establish a tax increment financing program to facilitate the development of certain real property (the “**Project**”) located within the unincorporated area of the Township; and

WHEREAS, the TIF Statutes authorize this Board of Trustees (the “**Board**”) of the Township, by resolution, to declare to be a public purpose any public infrastructure improvements made that are necessary for the development of certain parcels of real property located within the unincorporated area of the Township, which such resolution may exempt from real property taxation of further improvements to a parcel of land that directly benefits from the public infrastructure improvements, require the owner of each parcel to make annual service payments in lieu of taxes, establish a township public improvement tax increment equivalent fund for the deposit of those service payments, and designate the public infrastructure improvements made that are necessary for the development of the exempted parcels; and,

WHEREAS, under R.C. 5709.73(B), this Board hereby declares the public infrastructure improvements further described in **Exhibit A** attached to, and incorporated into, this Resolution (as further defined in the TIF Statutes, the “**Public Infrastructure Improvements**”) to be a public

purpose; and,

WHEREAS, Grandin Road Development, LLC (the “**Developer**”) intends to construct, or cause to be constructed, private improvements in support of the Project for which certain Public Infrastructure Improvements will directly benefit the Project; and,

WHEREAS, the Township desires to enter into the tax increment financing agreement (the “TIF Agreement”) between the Developer and the Township, described in **Exhibit C** attached to, and incorporated into, this Resolution in order to set forth the manner in which the costs of certain Public Infrastructure Improvements will be paid; and,

WHEREAS, under R.C. 5709.73(B), this Board has determined to declare seventy-five percent (75%) of the increase in the assessed value that would first appear on the tax list and duplicate of real or public utility property after the date of this Resolution were it not for the exemption granted by this Resolution (as further defined in R.C. 5709.73(A)(2), the “**Improvement**”) to real property located within the unincorporated area of the Township, and that directly benefits from the Public Infrastructure Improvements, as more specifically described on **Exhibit B** attached to, and incorporated into, this Resolution (the “**Parcel**”) to be exempt from taxation for a period of ten (10) years; and,

WHEREAS, under R.C. 5709.74, this Board has determined to require the owner or owners of each Parcel, together with their successors and assigns (collectively, the “**Owners**” and each an “**Owner**”) to make service payments in lieu of taxes on the portion of the Improvement exempted from taxation under this Resolution; and,

WHEREAS, under R.C. 5709.75, this Board has determined to establish a township public improvement tax increment equivalent fund for the deposit of service payments in lieu of taxes; and,

WHEREAS, this Board desires that the Warren County Treasurer (the “**County Treasurer**”) forward the service payments in lieu of taxes to the Township for deposit in the TIF Funds (as defined below) to pay the costs of the Public Infrastructure Improvements; and

WHEREAS, notice of the proposed adoption of this Resolution has been delivered to the board of education of the Little Miami Local School District in accordance with R.C. 5709.73(D) and R.C. 5709.83; and,

WHEREAS, notice of the proposed adoption of this Resolution has been delivered to the board of education of the Warren County Career Center in accordance with R.C. 5709.83.

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

Section 1. Public Infrastructure Improvements. This Board hereby declares the Public Infrastructure Improvements described in **Exhibit A** attached to, and incorporated into, this Resolution, to be a public purpose and to designate them as “**Public Infrastructure Improvements**” (as defined in R.C. 5709.40(A)(8) and R.C. 5709.73(A)(6)) made that will directly benefit the Parcels.

Section 2. Authorization of Tax Exemption. Under R.C. 5709.73(B), this Board hereby

exempts seventy-five percent (**75%**) of the Improvement to the Parcel (as it may be subdivided or combined in connection with the acquisition or development of a Parcel) from real property taxation for a period of ten (**10**) years commencing with the first day of the tax year following the effective date of this Resolution in which an Improvement recognized by the Warren County Auditor would appear on the tax list and duplicate of real and public utility property were it not for the exemption granted by this Resolution (each a “**Commencement Date**”) and in all cases ending on the tenth anniversary of the Commencement Date with respect to that Parcel or the date the Public Infrastructure Improvements are paid in full, whichever occurs first. In no case will any Improvement to any Parcel be exempted from taxation for longer than ten (10) years.

Section 3. Service Payments and Property Tax Rollback Payments. Pursuant to R.C. 5709.74, this Board directs and requires each Owner to make annual service payments in lieu of taxes with respect to the Improvement allocable to its Parcel to the County Treasurer on or before the final dates for payment of real property taxes. During each Owner’s period of ownership, each service payment in lieu of taxes, including any penalties and interest at the then current rate established under R.C. 323.121 and R.C. 5703.47, will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not subject to the exemption granted in this Resolution. Such service payments in lieu of taxes, penalties and interest, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by R.C. 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions, as the same may be amended from time to time (the “**Property Tax Rollback Payments**,” and together with the service payments in lieu of taxes and penalties and interest described above, the “**Service Payments**”), will be allocated and distributed in accordance with Section 5 of this Resolution.

Section 4. Creation of TIF Fund. This Board hereby establishes, under R.C. 5709.75, a township public improvement tax increment equivalent fund (the “**Pebble Lane TIF Fund**”), into which the Township will deposit the Service Payments collected with respect to the Parcels. The TIF Fund will be maintained in the custody of the Township.

Section 5. Distribution of Funds. At the same time and in the same manner as real property tax distributions, the County Treasurer shall distribute the Service Payments to the Township to be deposited in the TIF Fund, and the Service Payments shall remain on deposit in the TIF Fund. The Township shall distribute Service Payments on deposit in the TIF Fund in the following manner:

FIRST, to the Township to reimburse it for all Township costs associated with administering the TIF Fund; and

SECOND, to the Developer to pay or finance the costs associated with the Public Infrastructure Improvements constructed by or on behalf of Developer or by or on behalf of Township, in an amount not to exceed Two Million Five Hundred Thousand dollars (\$2,500,000.00) (the “**Developer Reimbursement Amount**”).

THIRD, to the Township, for any lawful use.

The Township may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Statutes, including, but not limited to, paying any costs of the Public

Infrastructure Improvements in a manner that is consistent with the TIF Agreement and this Resolution. The TIF Fund will exist so long as such Service Payments are collected and used for the purposes described above, and once there is no longer any further use of Service Payments for the purposes described above then the TIF Fund are to be dissolved and any surplus funds remaining in the TIF Fund will be transferred to the Township's general fund, all as set forth under R.C. 5709.75.

Section 6. Approval of TIF Agreement and Further Authorizations. This Board hereby approves the TIF Agreement in the form attached to and incorporated into this Resolution as **Exhibit C**, with any changes that are not inconsistent with this Resolution and not substantially adverse to the Township and that are approved by the Township's Administrator on behalf of the Township, all of which shall be conclusively evidenced by the signing of the TIF Agreement. This Board further hereby authorizes the Township Administrator to execute the TIF Agreement on behalf of the Township. This Board further hereby authorizes and directs the Township Administrator, other appropriate officers of the Township, or any of them, to prepare and sign all documents and agreements, and any amendments to the TIF Agreement that are not substantially adverse to the Township, which shall be established conclusively by their signatures on those documents and amendments, and to prepare and sign all documents and instruments and to take all other actions as may be necessary and appropriate to implement the TIF Agreement and this Resolution.

Section 7. Application for Real Property Tax Exemption and Remission. This Board further authorizes and directs the Township Administrator or his or her designee to: (i) make arrangements necessary and proper for the collection of Service Payments from Owners; (ii) make payment of the Service Payments to the Township to be deposited into the TIF Fund; (iii) prepare and sign all agreements and instruments as may be necessary to implement this Resolution, including any applications for real property tax exemption and remission; and (iv) take all other actions as may be appropriate to implement this Resolution. Ohio Revised Code Section 5709.911 governs the priority status of the exemptions provided under this Resolution.

Section 8. Tax Incentive Review Council. The Township has created the Hamilton Township Tax Incentive Review Council (the "**Council**"). The membership of the Council is constituted under R.C. 5709.85. The Council shall, in accordance with R.C. 5709.85, review annually all exemptions from taxation resulting from this Resolution and any other matters as may properly come before the Council, all as set forth under R.C. 5709.85.

Section 9. Ohio Development Services Agency. Pursuant to R.C. 5709.73(I), the Township Administrator is directed to deliver a copy of this Resolution to the Director of the Ohio Department of Development ("**ODOD**") within fifteen (**15**) days after its adoption. On or before March 31 of each year that an exemption granted by this Resolution remains in effect, the officer or officers authorized by Section 7 of this Resolution are to prepare and submit the status report required under R.C. Section 5709.73(I) to the Director of ODOD.

Section 10. Open Meetings. It is found and determined that all formal actions of this Board concerning and pertaining to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of the Board, and any of its committees, that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including R.C. 121.22.

Section 11. Effective Date. This Resolution is to take effect on and after the earliest period allowed by law.

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Mr. _____ seconded the Resolution and the Fiscal Officer called the roll:

Joseph P. Rozzi
Darryl Cordrey

Aye____ Nay____
Aye____ Nay____

Resolution adopted this _____ day of _____ 2026

Attest:

Leah Elliott, Fiscal Officer

Approved as to form:

Benjamin J. Yoder, Law Director

I, Leah Elliot, 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 _____, 2026

Date: _____

Leah Elliot, Fiscal Officer

EXHIBIT A

Public Infrastructure Improvements

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

- Construction, reconstruction, maintenance, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto;
- Construction, reconstruction, installation, or maintenance of utility improvements (including any underground utilities), storm and sanitary sewers (including necessary site grading therefore), water lines, water and fire protection systems, and all other appurtenances thereto;
- Construction, reconstruction or installation of gas, electric, and communication service facilities, and all other appurtenances thereto;
- Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, irrigation, burial of overhead utility lines and related improvements, and all other appurtenances thereto;
- Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto;
- Acquisition of real estate or interests in real estate (including easements) necessary to accomplish the foregoing improvements;
- Environmental remediation;
- Any on-going administrative expenses relating to the Public Infrastructure Improvements and maintaining the TIF revenue, including but not limited to engineering, architectural, legal, TIF administration, permitting and public infrastructure construction management, and other consulting and professional services; and
- All inspection fees and other governmental fees related to the foregoing.

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 above 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 for the direct benefit of portions of the Property designated as B-2 General Business District pursuant to the Hamilton Township Zoning Code, as amended and as described in **Exhibit B**.

Description of the Project Site

[illegible]

EXHIBIT C

Form of TIF Agreement

[See Attached]

TAX INCREMENT FINANCING AGREEMENT

This TAX INCREMENT FINANCING AGREEMENT (this “Agreement”) is made and entered into as of this August __, 2026 (the “Effective Date”), by and between HAMILTON TOWNSHIP (WARREN COUNTY), OHIO, a township and political subdivision duly organized and validly existing under the constitution and the laws of the State of Ohio (the “Township”), and Grandin Road Development, LLC, an Ohio limited liability company (together with its successors and permitted assigns, the “Developer”).

WITNESSETH:

WHEREAS, Arbors East Development, LLC (the “Owner”) has acquired certain real property which is located within the jurisdiction of the Township, consisting of 11 +/- acres known as Parcel Numbers 16-05-201-029 and 16-05-251-041 in the records of the Office of the Auditor of Warren County, Ohio (the “Auditor”) (collectively, the “Property” or the “TIF Site”), a legal description is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Owner plans to develop the Property as a series of three commercial buildings, together with necessary appurtenances related thereto (the “Project”); and

WHEREAS, the Developer wishes to provide certain public infrastructure improvements to the Property; and

WHEREAS, in order to provide for the orderly development of the Property, it is necessary to construct or to cause to be constructed certain public infrastructure improvements as described in Section 4 and in Exhibit B attached hereto and incorporated herein by reference (the “Public Infrastructure Improvements”), which Township and Developer agree will benefit and serve the Property; and

WHEREAS, Township desires to form a tax increment financing area in accordance with Ohio Revised Code Section 5709.73(B) and the terms of this Agreement for the purpose of providing the means to fund or reimburse the costs of constructing the Public Infrastructure Improvements; and

WHEREAS, by its Resolution No. [26-__] passed [____], 2026 (the “TIF Resolution”), Township has declared that seventy-five percent (75%) of the increase in the assessed value of each parcel of real property located within the TIF Site subsequent to the effective date of the TIF Resolution (such increase, as further defined in Ohio Revised Code Section 5709.73(A)(2) and the TIF Resolution, is hereinafter referred to as the “Improvements”), is a public purpose and is exempt from taxation for a period commencing with the first tax year following the effective date of the TIF Resolution for which Improvements attributable to the construction of one or more buildings or structures on the TIF Site is recognized by the Auditor so that it first appears on the tax list and duplicate of real and public utility property (the “Commencement Date”) and ending on the tenth (10th) anniversary of such date or the date the Improvements are paid in full, whichever occurs first, all in accordance with the requirements of Ohio Revised Code (the “O.R.C.”) Sections 5709.73, 5709.74 and 5709.75 and the TIF Resolution (the “TIF Exemption”); and

WHEREAS, Township has determined that it is necessary and appropriate and in the best interest of Township to provide for the Owner of each parcel of real property contained within the Property (each such parcel to be referred to herein as a “Parcel”) and any future owners of each Parcel (with the Owner and each such future owner referred to herein individually as an “Owner” and collectively as the “Owners”) to make annual service payments in lieu of taxes with respect to any Improvement allocable thereto (the “Service Payments”) to the Warren County Treasurer (the “County Treasurer”), which Service Payments will be used, in part, to pay the costs of Public Infrastructure Improvements, all pursuant to and in accordance with O.R.C. Sections 5709.73, 5709.74 and 5709.75 (collectively, the “TIF Statutes”), the TIF Resolution, and this Agreement; and

NOW, THEREFORE, in consideration of the premises and covenants contained herein and to induce the Developer to proceed with the construction of the Public Infrastructure Improvements, the parties agree to the foregoing and as follows:

Section 1. Establishment of TIF Fund by Township. Township agrees that it shall establish the Pebble Lane TIF Fund (the “TIF Fund”), as a deposit fund to be held in the custody of Township for the sole purpose of receiving the Service Payments made from the Owners to the County Treasurer and payable to Township. The County Treasurer is required to make distribution of the Service Payments to Township, and any Service Payments received by the Township shall be deposited to the TIF Fund.

Section 2. Exemption Applications, Withdrawal, Maintenance and Notice. Developer, or the Owner if the Developer does not own title to the real property for which a TIF Exemption is being applied, shall have the primary obligation to prepare, execute and file such applications, documents and other information with the appropriate officials of the State, Township or other public bodies as may be required to consent to or claim the TIF Exemption. Township, Developer, and the Owners shall cooperate with one another in such preparation and filing, including, without limitation, by executing such applications and documents as may be appropriate in obtaining such exemption. Township, Developer, and the Owners agree to perform those acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the TIF Exemption, and collect the Service Payments, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with the TIF Exemption or the Service Payments. For each Parcel for which an Owner provides written consent to the Township authorizing the Township to file an Ohio DTE Form 24 (the “TIF Exemption Form”) for each such Owner’s Parcel, the Township agrees to file a TIF Exemption Form for each such Parcel. The Township reserves the right to file a TIF Exemption Form on any Parcel without an Owner’s written consent. Township shall cause notice of the TIF Exemption to be recorded and prepared in accordance with the provisions of O.R.C. Section 5709.911(C)(1) at the County Recorder of Warren County, Ohio. Owners shall cooperate with one another in such preparation and filing, including, without limitation, by executing Ohio DTE Form 23N and such other documents as may be appropriate should the Property cease to qualify for the TIF Exemption.

Section 3. Use of Service Payments Deposited Into the TIF Fund. For purposes of this Agreement, costs of the Public Infrastructure Improvements shall only include the actual and documented costs of the Public Infrastructure Improvements, to the extent constituting items of “costs of permanent improvements” set forth in O.R.C. Section 133.15(B) and explicitly described

in Exhibit B of this Agreement, and incurred by the Developer directly with respect to the Public Infrastructure Improvements (collectively, the “Costs”). Notwithstanding the foregoing, the Costs to be reimbursed to Developer for Public Infrastructure Improvements shall not exceed a total of Two Million Five Hundred Thousand dollars (\$2,500,000.00), and shall consist solely of the items identified in Exhibit B, and shall directly benefit portions of the Property designated as B-2 General Business pursuant to Hamilton Township Zoning Code, as amended. For purposes of clarity, the Public Infrastructure Improvements may incidentally benefit portions of the Property not designated as B-2 General Business provided, however, that the Public Infrastructure Improvements are undertaken primarily to serve and support the development of the B-2 General Business portions of the Property.

Township shall reimburse the Costs to Developer according to one or more written requisitions submitted by Developer to the Township substantially in the form attached hereto and incorporated herein by reference as Exhibit C.

Township and Developer agree that the Costs shall be paid and reimbursed as follows:

- (i) Costs initially will be paid by Developer; and
- (ii) Township will be reimbursed for all Township costs associated with the administration of the TIF; and
- (iii) Costs not to exceed Two Million Five Hundred Thousand dollars (\$2,500,000) of the Public Infrastructure Improvements will be reimbursed from the TIF Fund as detailed in this Agreement (the “Developer Reimbursement Amount”); and

Amounts deposited in the TIF Fund shall be disbursed as follows:

FIRST, to Township to reimburse it for all Township costs associated with administering the TIF Fund; and

SECOND, to Developer to pay or finance the costs associated with the Public Infrastructure Improvements constructed by or on behalf of Developer or by or on behalf of Township, in an amount not to exceed the Developer Reimbursement Amount.

THIRD, to the Township, for any lawful use.

At the sole option of the Township, the Township shall have the right, but not the obligation, to terminate the TIF Exemption, by subsequent legislative action, upon full payment of the Developer Reimbursement Amount.

Notwithstanding any other provision of this Agreement, Township’s payment obligations hereunder are (A) limited to the monies in the TIF Fund and do not constitute an indebtedness of Township within the provisions and limitations of the laws and the Constitution of the State of Ohio, and Developer does not have the right to have taxes or excises levied by the Township for the payment of the Developer Reimbursement Amount, and (B) contingent on:

- (i) Developer and Owner joining the Township Joint Economic Development District (the “JEDD”); and
- (ii) Developer’s agreement that it shall withhold and pay, shall require contractors to withhold and pay, and shall require all contractors to require all subcontractors to withhold and pay, all JEDD income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of the JEDD Income Tax Resolution and the JEDD Agreement.

Developer, and not Township for any reason, shall be solely responsible for construction and other related costs to build the Public Infrastructure Improvements that exceed Two Million Five Hundred Thousand dollars (\$2,500,000). Developer is not guaranteeing real estate tax values or other factors that may impact the availability of TIF Funds to Township.

Section 4. Township Covenant Not to Divert TIF Funds. Any change to the provisions of this Agreement or to the distribution of Service Payments deposited in the TIF Fund shall be approved by Developer and Township in an amendment to this Agreement. The Township agrees that so long as the real property tax exemption pursuant to the TIF Resolution is in effect, it shall not consent to any exemption from real property taxation for the Property pursuant to O.R.C. Section 5709.63 et seq., O.R.C. Section 3735.65 et seq., or any other tax exemption or tax abatement program without the prior written approval of the Developer.

Section 5. Certain Representations and Warranties of Township. Township represents and warrants as of the date of delivery of this Agreement that:

(a) It is a township and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio.

(b) It has duly accomplished all conditions necessary to be accomplished by it prior to the execution and delivery of this Agreement and to constitute this Agreement as a valid and binding obligation of the Township enforceable in accordance with its terms.

(c) It is not in violation of or in conflict with any provision of the laws of the State or of the United States of America applicable to Township that would impair its ability to observe and perform its covenants, agreements and obligations under this Agreement, nor will its execution, delivery and performance of this Agreement (i) result in such a violation or conflict or (ii) conflict with or result in any breach of any provisions of any other agreement or instrument to which Township is a party or by which it may be bound.

(d) It has and will have full power and authority (a) to execute, deliver, observe and perform this Agreement and all other instruments and documents executed and delivered by it in connection herewith and (b) to enter into, observe and perform the transactions contemplated by this Agreement and those other instruments and documents.

(e) It has or will have duly authorized the execution, delivery, observance and performance of this Agreement.

(f) The TIF Resolution has been duly passed by the Township, has not been amended, modified, or repealed, and is in full force and effect.

(g) It will deposit into the relevant TIF Fund all Service Payments received by it and all Property Tax Rollback Payments made with respect to the parcels and any investment earnings on that money or other amounts held in the TIF Fund.

(h) It will not amend, modify or repeal the TIF Resolution in any way or pass any other legislation or take any action that would affect the amount of Service Payments and Property Tax Rollback Payments deposited into the TIF Fund except as approved by Developer or required by law.

(i) It will not transfer, encumber, spend or use any monies on deposit in the TIF Fund other than as provided in this Agreement and in the assignment and acknowledgement associated with this Agreement.

(j) There is no litigation pending or to its knowledge threatened against or by Township wherein an unfavorable ruling or decision would materially and adversely affect Township's ability to carry out its obligations under this Agreement.

Section 6. Certain Representations and Warranties of the Developer. Developer hereby represents and warrants as of the date of delivery of this Agreement that:

(a) It (i) is a limited liability company duly organized, validly existing and in full force and effect under the laws of the State of Ohio, and (ii) has all requisite power and authority to carry on its business as now being conducted and as presently proposed to be conducted.

(b) It has the authority and power to execute and deliver this Agreement, perform its obligations hereunder and construct or cause to be constructed the Improvements, and it has duly executed and delivered this Agreement.

(c) The execution and delivery by it of this Agreement and the compliance by it with all of the provisions hereof (i) will not conflict with or result in any breach of any of the provisions of, or constitute a default under, any agreement, its articles of organization or operating agreement, or other instrument to which it is a party or by which it may be bound, or any license, judgment, decree, law, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over it or any of its activities or properties, and (ii) have been duly authorized by all necessary action on its part.

(d) There are no actions, suits, proceedings, inquiries or investigations pending, or to its knowledge threatened, against or affecting it in any court or before any governmental authority or arbitration board or tribunal that challenges the validity or enforceability of, or seeks to enjoin performance of, this Agreement or the construction of the Improvements, or if successful would materially impair its ability to perform its obligations under this Agreement or to construct or cause to be constructed the Improvements.

(e) It is in compliance with State of Ohio campaign financing laws contained in O.R.C. Chapter 3517 and is not subject to an unresolved finding for recovery issued by the Auditor of State as described in O.R.C. Section 9.24.

Section 7. Provision of Information. Developer, as Owner, agrees for itself and each successive Owner to (i) cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of this Agreement the compliance of the Owners with the terms of this Agreement; and (ii) to cooperate in all reasonable ways with, and provide necessary and reasonable information to the Township to enable the Township to submit the status report required by O.R.C. Section 5709.73(I) to the Director of the Ohio Development Services Agency on or before March 31st of each year.

Section 8. Estoppel Certificate. Within thirty (30) days after a request from Developer or any Owner of a Parcel, Township will execute and deliver to Developer or Owner or any proposed purchaser, mortgagee or lessee of that Parcel, a certificate stating that, with respect to that Parcel, if the same is true: (i) this Agreement is in full force and effect; (ii) the requesting Developer or Owner is not in default under any of the terms, covenants or conditions of this Agreement, or, if Developer or Owner is in default, specifying such default; and (iii) such other matters as Developer or Owner reasonably requests.

Section 9. Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications must be sent. The present addresses of the parties follow:

(a) To the Township: Hamilton Township (Warren County), Ohio
7780 South State Route 48
Hamilton Township, Ohio 45039
Attention: Township Administrator

With a Copy To: Bricker Graydon Wyatt LLP
100 South Third Street
Columbus, Ohio 43215
Attention: J. Caleb Bell, Esq.

(b) To the Developer: Grandin Road Development, LLC

Attention: _____

With a Copy To: Keating Muething & Klekamp, PLL
One East Fourth Street
Cincinnati, Ohio 45202
Attention: Richard C. Spoor, Esq.

Section 10. Successors; Amendments; Township Consents; Assignments. This Agreement is binding upon the parties hereto and their successors and assigns, and this Agreement inures to the benefit of the Developer and its beneficiaries, successors, and assigns. This Agreement may only be amended by written instrument executed by all parties to this Agreement. Any consent of Township to be given under this Agreement may be given by its fiscal officer or administrator and must be given in writing.

Township and Developer may only assign this Agreement with the consent of the other, which consent shall not be unreasonably withheld; provided, however, that Developer may, without the consent of the Township, (i) assign its rights under this Agreement to an entity controlled by or under common control with the Developer, (ii) assign its rights under this Agreement for the purpose of obtaining financing (including any refinancing) for the Public Infrastructure Improvements, (iii) designate an authorized designee to receive all or any portion of the Service Payments payable to the Developer pursuant to this Agreement, upon which designation such designee shall receive the portion of Service Payments specified by the Developer as if it was the Developer under this Agreement, and (iv) assign its right, title, and interest in and to this Agreement as security for the payment of all or any portion of the Service Payments payable to the Developer pursuant to this Agreement to a paying agent or other designated recipient of the Developer's receivables. Nothing in this Agreement prevents an Owner from transferring any or all of its interest in one or more parcels to another person or entity.

Section 11. Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the Township may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of any of the parties hereto in their individual capacity. Neither the Township, the members of the Township's Board of Trustees, nor any Township official executing this Agreement, or any individual person executing this Agreement on behalf of the Developer, will be liable personally by reason of the covenants, stipulations, obligations or agreements of the Township or the Developer contained in this Agreement. The obligation to perform and observe the agreements contained herein on the part of the Developer shall be binding and enforceable by Township against Developer with respect to (and only to) the Developer's interest in its portion of the parcels and the Improvements, or any parts thereof or any interest therein.

Section 12. Events of Default and Remedies.

(a) Any one or more of the following constitutes an "Event of Default" under this Agreement:

- (i) Township fails to make any payment punctually and as required under this Agreement;
- (ii) Developer or Township fails to perform or observe any material obligation punctually and as due under this Agreement, provided that if a Force Majeure (as such term is defined below) event causes the failure, Developer or Township may receive an additional period of time as is reasonably necessary to perform or observe the material obligation in light of the event if it notifies the other of the potential event and the extent of the delay promptly after becoming aware of the event;
- (iii) Developer or Township makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;
- (iv) Developer files a petition for the appointment of a receiver or a trustee with respect to it or any of the Property;
- (v) Developer makes a general assignment for the benefit of creditors;
- (vi) A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Developer as debtor; or
- (vii) Developer files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors.

As used in this Section 15, “Force Majeure” means any event that is not within the control of a party or its affiliates, employees, contractors, subcontractors or material suppliers that delays performance of any obligation under this Agreement including, but not limited to, the following acts: acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or orders or restraints of any kind of the government of the United States or of the State (and in the case of a Force Majeure claim by the Developer, the Township or any departments, agencies, political subdivisions or officials that are not in response to a violation of law or regulations). However, the inability of the Township to make any payment required under this Agreement and the inability of the Developer to obtain financing for its obligations hereunder are excluded from being a Force Majeure event.

(b) General Right to Cure. In the event of any Event of Default in or breach of this Agreement, or any of its terms or conditions, by any party hereto, the defaulting party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party will upon written notice

from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach.

(c) Remedies. If a defaulting party fails to cure any Event of Default pursuant to paragraph (b) of this Section 15, a party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party, (ii) suspending or terminating the obligations of the non-defaulting party under this Agreement, provided the aggrieved party must provide thirty (30) days' notice of any termination to the defaulting party and provided further that the aggrieved party must rescind the termination notice and not terminate the Agreement if the defaulting party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. The obligations of the Township may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

Section 13. Mutual Dependency and Severability. All material rights and duties contained in this Agreement are mutually interdependent and one cannot exist independent of another; provided, that if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not contained herein. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 14. Separate Counterparts; Captions. This Agreement may be executed by the parties hereto in one or more counterparts or duplicate signature pages, each of which when so executed and delivered will be an original, with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Section 15. Entire Agreement. This Agreement, including the exhibits, other attachments, and the instruments to be delivered by the parties pursuant to the provisions herein contain the entire understanding and agreement of the parties with respect to the subject matter of this Agreement.

Section 16. Governing Law and Choice of Forum. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question among the Township, its employees, contractors, subcontractors and agents, and the Developer, its employees, contractors, subcontractors and agents arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Warren, State of Ohio.

Section 17. Additional Documents. Township, Developer and their respective successors, assigns and transferees agree to execute any further agreements, documents, or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement.

Section 18. Release. Upon satisfaction of the Developer's obligations under this Agreement and the expiration of the TIF Exemption applicable to the Property under the TIF Resolution, or the termination of the obligations of the Owners to make the Service Payments by operation of law or otherwise, the Township shall, upon request of the Developer or of any individual Owner, execute an instrument in recordable form evidencing such satisfaction or termination.

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IN WITNESS WHEREOF, Township and Developer have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

HAMILTON TOWNSHIP, WARREN COUNTY,
OHIO, as the Township

By:_____

Print Name: _____

Title:_____

Date:_____

Approved as to Form:

By:_____

Print Name:_____

Title:_____

GRANDIN ROAD DEVELOPMENT, LLC, as the
Developer

By:_____

Print Name: _____

Title:_____

Date:_____

FISCAL OFFICER'S CERTIFICATE

As Fiscal Officer for Hamilton Township (Warren County), Ohio, I hereby certify that funds sufficient to meet the obligations of the Township under the foregoing Agreement have been lawfully appropriated for the purposes thereof and are available in the treasury, and upon implementation of the processes under O.R.C. Sections 5709.73, 5709.74 and 5709.75, are in the process of collection to the credit of an appropriate fund, free from any previous encumbrance. This Certificate is given in compliance with O.R.C. Sections 5705.41 and 5705.44.

HAMILTON TOWNSHIP, WARREN COUNTY,
OHIO

By: _____

Print Name: _____

Title: Fiscal Officer

LEGAL DESCRIPTION OF PROPERTY

[illegible]

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

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

- Construction, reconstruction, maintenance, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto;
- Construction, reconstruction, installation, or maintenance of utility improvements (including any underground utilities), storm and sanitary sewers (including necessary site grading therefore), water lines, water and fire protection systems, and all other appurtenances thereto;
- Construction, reconstruction or installation of gas, electric, and communication service facilities, and all other appurtenances thereto;
- Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, irrigation, burial of overhead utility lines and related improvements, and all other appurtenances thereto;
- Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto;
- Acquisition of real estate or interests in real estate (including easements) necessary to accomplish the foregoing improvements;
- Environmental remediation;
- Any on-going administrative expenses relating to the Public Infrastructure Improvements and maintaining the TIF revenue, including but not limited to engineering, architectural, legal, TIF administration, permitting and public infrastructure construction management, and other consulting and professional services; and
- All inspection fees and other governmental fees related to the foregoing.

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 above 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 for the direct benefit of portions of the Property designated as B-2 General Business District pursuant to the Hamilton Township Zoning Code, as amended and as described in Exhibit A.

EXHIBIT C

FORM OF WRITTEN REQUISITION

(For Costs of Public Infrastructure Improvements)

To: Hamilton Township, Warren County, Ohio

Attention: Administrator

Subject: Written Request for Reimbursements of Costs of Public Infrastructure Improvements pursuant to the terms of the Tax Increment Financing Agreement dated ____, 2026 (the “Agreement”), by and between Hamilton Township, Warren County, Ohio and GRANDIN ROAD DEVELOPMENT LLC (the “Developer”).

You are hereby requested to approve the reimbursements in the amount of [\$_____] as Costs of Public Infrastructure Improvements for the purposes set forth in Item I attached hereto. Unless otherwise defined herein, all capitalized terms set forth but not defined in this Certified Statement have the respective meanings assigned to them in the Agreement.

The undersigned authorized representative of Developer does hereby certify on behalf of Developer that:

- I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents relating to the matters covered by this Certified Statement;
- The disbursement herein requested is for an obligation properly incurred, is a proper charge as a Cost of Public Infrastructure Improvements (as defined in the Agreement), and has not been the basis of any previous reimbursement request;
- Developer is in material compliance with all provisions and requirements of the Agreement;
- The reimbursement requested hereby does not include any amount which is being retained under any holdbacks or retainages provided for in any applicable agreement;
- Developer has, or the appropriate parties on Developer’s behalf have, asserted its entitlement to all available manufacturer’s warranties to date upon acquisition of possession of or title to the Public Infrastructure Improvements or any part thereof which warranties have vested in Developer;
- Developer is either (i) not aware of any attested account claim from any subcontractor, material supplier or laborer who has performed labor or work or has furnished materials for the Public Infrastructure Improvements for which reimbursement is requested pursuant to this Certified Statement; or (ii) has provided security discharging any known attested

account claims.

EXECUTED this ____ day of _____, 2026.

By: _____

Printed: _____

Title: _____

Reviewed and Approved by:

HAMILTON TOWNSHIP, WARREN COUNTY, OHIO

By: _____

Printed: _____

Title: _____



Office of Chief of Police
08/19/26 Trustee Meeting

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

Motion to approve Resolution 26-0819B, a resolution authorizing private sale of unneeded and unfit-for-use property in the Police Department.

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

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 3:00 p.m. on August 19, 2026, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey – Trustee, *Vice Chairman*

Joseph P. Rozzi – Trustee

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 26-0819B**

**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>
2008	Chevrolet	Suburban	1GNFK16338J206406

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 _____
Darryl Cordrey -	Aye _____	Nay _____

Resolution adopted this 19th day of August 2026.

Attest:

Leah M. Elliott, *Fiscal Officer*

Approved as to form:

Benjamin J. Yoder, *Law Director*

I, Leah M. Elliott, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on August 19, 2026.

Date: _____

Leah M. Elliott, *Fiscal Officer*



Administrator

8/19/26 Trustee Meeting

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

Motion to approve Resolution 26-0819C- a resolution authorizing the grant of a sanitary sewer easement to Richard L. Frye and Linda R. Frye upon certain real property owned by the Township and more particularly identified as Warren County Auditor's parcel no. 17-35-200-040.

Richard and Linda Frye are the homeowners of a one-acre parcel located on Nunner Road adjacent to the southwest corner of Marr Park. The home is not currently connected to a public sanitary sewer system and the Fries have been notified that they need to connect to the Warren County sanitary service.

In 2009 the Township granted an easement on the Marr Park property adjacent and parallel to the common property line of the Frye property to Warren County on which the County installed a sanitary sewer line. The Fries are seeking approval for an easement on which they would have a contractor, at their expense, install a sewer line from their home to the existing sanitary line on the Marr Park property. Warren County Water and Sewer Department engineers have also reviewed the request to tap into the sewer line and the proposed easement and plat and have approved the request from the Fries.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 3:00 p.m. on August 19, 2026, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey – Trustee, *Vice Chairman*
Joe Rozzi – Trustee

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NO. 26-0819C**

**A RESOLUTION AUTHORIZING THE GRANT OF A SANITARY SEWER
EASEMENT TO RICHARD L. FRYE AND LINDA R. FRYE UPON CERTAIN REAL
PROPERTY OWNED BY THE TOWNSHIP AND MORE PARTICULARLY
IDENTIFIED AS WARREN COUNTY AUDITOR’S PARCEL NO. 17-35-200-040**

WHEREAS, the Board of Township Trustees is the owner of certain real property located at 912 Nunner Road, Maineville, Ohio 45039 and identified as Warren County tax parcel No. 17-35-200-040 (the “Township Property”);

WHEREAS, Richard L. Frye and Linda R. Frye (the “Fryes”) own certain residential property adjacent to the Township Property;

WHEREAS, in 2009 the Township granted an easement to the Warren County Board of County Commissioners for the installation and maintenance of a public sanitary sewer line upon the Township Property;

WHEREAS, the Fryes have been required to connect their property to the public sanitary sewer system and have requested that the Board of Township Trustees grant a sanitary sewer easement (the “Easement”) across a portion of the Township Property to permit the installation and use of the sanitary sewer system; and

WHEREAS, the Board of Township Trustees finds that granting the Easement is in the best interests of the Township and promotes the public health, safety, and welfare.

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

SECTION 1. The Board of Township Trustees hereby approves the granting of an easement upon, along, under, through, and across the Township Property to Richard L. Frye and Linda R. Frye in substantially the same form as the Easement attached hereto as **Exhibit A**.

SECTION 2. The Board of Township Trustees hereby authorizes the Township Administrator to execute the Easement in substantially the same form as the attached **Exhibit A** on behalf of the Board of Township Trustees, and to take such other action and execute such further documents as may be necessary to accomplish the intent of that agreement and this Resolution.

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 _____

Resolution adopted this 19th day of August, 2026.

Attest:

Leah M. Elliott, *Fiscal Officer*

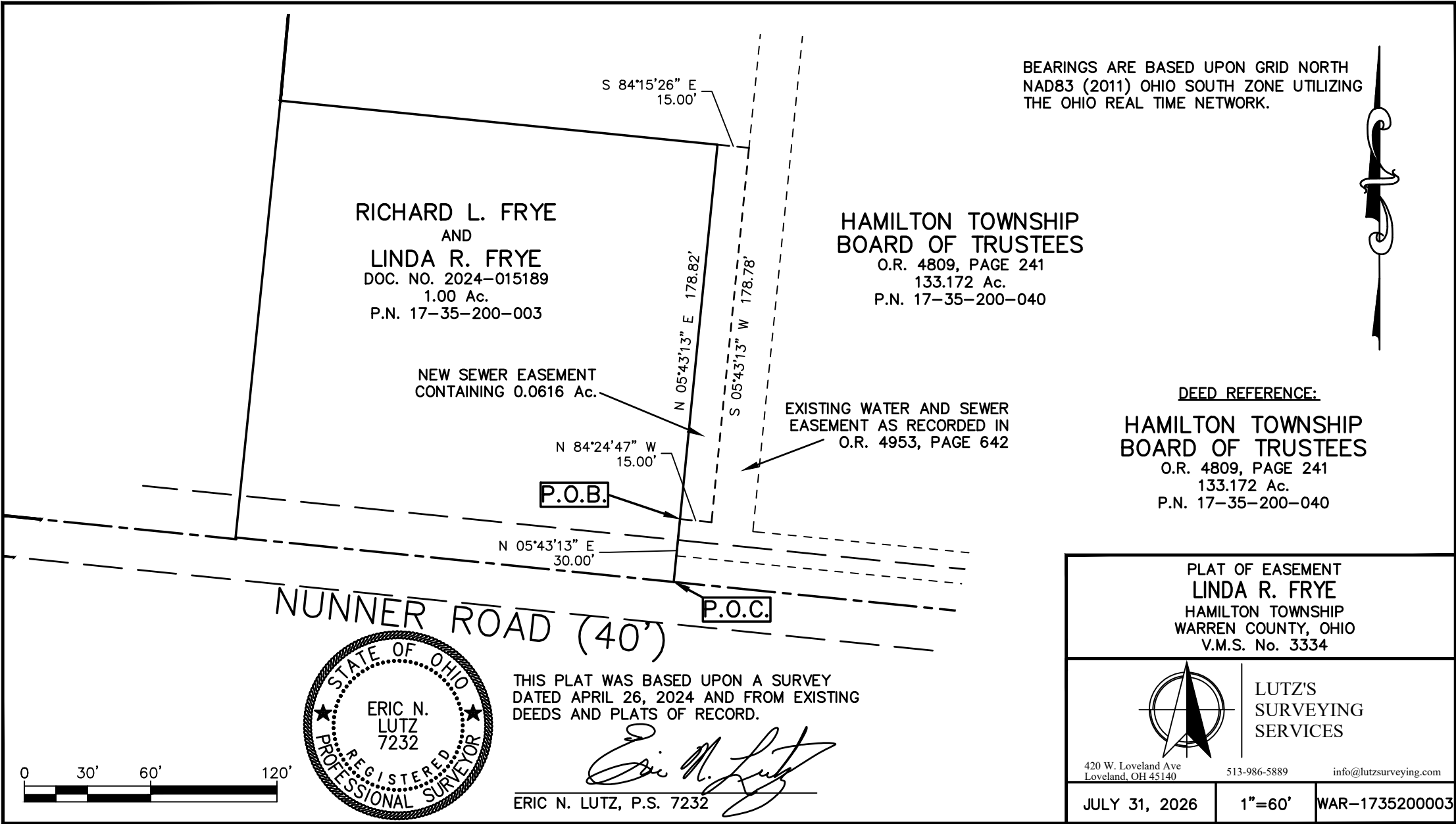
Approved as to form:

Benjamin 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 August 19, 2026.

Date: _____

Leah M. Elliott, *Fiscal Officer*





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WAR-1735200003

July 31, 2026

LEGAL DESCRIPTION

Linda Frye
15 Ft. Wide Sewer line Easement
Containing 0.0616 Acre

Situated in the Township of Hamilton, County of Warren, State of Ohio, being a part of V.M.S. No. 3334 and being a part of the 133.172 acres tract as conveyed to Hamilton Township Board of Trustees and recorded in Official Record 4809, Page 241 of the Warren County Recorder's Office and being further bounded and described as follows:

Commencing at a point in the centerline of Nunner Road, said point being the southwesterly corner of the tract of land of which this description is a part and the southeasterly corner of the of the 1.00 acre tract as conveyed to Richard L. Frye and Lionda R. Frye (Doc. No. 2024-015189)

thence with Frye's easterly line N 05 deg. 43 min. 13 sec. E, a distance of 30.00 ft. to the true point of beginning of the herein described easement;

thence continuing with Frye's easterly line N 05 deg. 43 min. 13 sec. E, a distance of 178.82 ft. to a point marking Frye's northeasterly corner;

thence with a line of the herein described easement S 84 deg. 15 min. 26 sec. E, a distance of 15.00 ft. to a point in the westerly line of an existing water and sewer easement as recorded

in O.R. 4953, Page 642;

thence with the westerly line thereof S 05 deg. 43 min. 13 sec. W, a distance of 178.778 ft.;

thence with a northerly line thereof N 84 deg. 24 min. 47 sec. W, a distance of 15.00 ft. to the true point of beginning, containing 0.0616 acre of land within said easement.

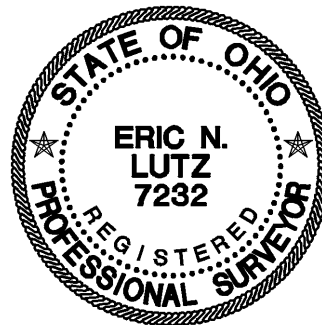
Subject to all other legal easements and rights-of-way of record.

Bearings are based upon Grid North NAD83 (2011) Ohio South Zone utilizing the Ohio Real Time Network.

The above description was prepared from a survey dated April 26, 2024 and from existing deeds and plats of record on July 31, 2026 by Eric N. Lutz, Registered Professional Surveyor No. 7232.



Eric N. Lutz, P.S. 7232





Administrator
8/19/26 Trustee Meeting

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

Motion to approve Resolution 26-0819D- a resolution authorizing an increase in appropriations for Purchased Services (\$24,000.00) in the Cemetery Fund.

The work of mowing and trimming around thousands of headstones in the Township's several cemeteries is tedious work but is important to have performed well due to the expectations of family members and residents. Earlier this spring it was necessary to change landscaping contractors for the cemeteries, and coupled with an unusually rainy summer, we have a need to increase the amount of funds appropriated for that purpose.

The Township of Hamilton, Warren County, Ohio Board of Trustees met in regular session on August 19, 2026, at 3:00 p.m. at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey – Trustee, *Vice Chairman*
Joseph P. Rozzi – Trustee

Mr. _____ presented the following Resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY, OHIO
RESOLUTION NUMBER 26-0819D**

**A RESOLUTION APPROVING AN INCREASE IN TOWNSHIP APPROPRIATIONS IN
THE CEMETERY FUND (2041) TO RECONCILE BUDGETS FOR THE CALENDAR
YEAR 2026 AND DECLARING AN EMERGENCY**

WHEREAS, the Board of Township Trustees wishes to authorize and approve an increase in appropriations in order to reconcile budgets and appropriations for the calendar year 2026;

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

SECTION 1. The Fiscal Officer is hereby authorized and directed to increase the appropriations for the Cemetery Fund in the amount of \$24,000.00 in the account 2041-410-300-0000 Purchased Services.

SECTION 2. The Fiscal Officer is hereby authorized and directed to approve Blanket Certificates for the Cemetery Fund in the amount of \$24,000.00.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of Hamilton Township, and shall therefore take effect and be in force immediately upon its passage.

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

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

Resolution adopted this 19th day of August, 2026.

Attest:

Leah M. Elliott, *Fiscal Officer*

Approved as to form:

Benjamin J. Yoder, *Law Director*

I, Leah M. Elliott, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board on August 19, 2026.

Date: _____

Leah M. Elliott, *Fiscal Officer*