



TRUSTEE MEETING AGENDA 8/5/2026

6:00 PM

- Roll Call
- Pledge of Allegiance
- Approve of the Clerk's Journal and Accept the audio/video recording as the Official Minutes of the July 15th Board of Trustees regular meeting.
- Bills before the Board

Public Comments

New Business

Resolutions

- Resolution No. 26-0805A- Authorizing an MOU with the Warren County Tactical Response Unit
- Resolution No. 26-0805B- Authorizing to Declare 10564 Saratoga Avenue a Nuisance Property and Removal of Vegetation and Other Debris
- Resolution No. 26-0805C – Authorizing Private Sale of Unneeded and Unfit-For-Use Property in the Fire Department
- Resolution No. 26-0805D – Authorizing an Increase in Appropriations in the General Fund

Motions

- Motion to approve the sale of Cemetery Deeds as presented
- Motion to approve the purchase of Axon Cameras for Fire Department Vehicles
- Motion to approve the forming of Hamilton Township Fire Rescue Auxiliary
- Motion authorizing Township Administrator to go into agreement with MSP Designs for Evaluation and Design Building Plans for the Police and Fire Department
- Motion to amend the Hamilton Township Roster as presented
- Motion to accept the resignation of Zoning Commission board member Eric Reiners, effective April 15, 2026.
- Motion to appoint Steve Blow to the Zoning Commission starting April 15, 2026, ending December 31, 2028.
- Motion to appoint Kevin Mitchell as an Alternate to the Zoning Commission starting August 5, 2026, ending December 31, 2029.

Public Comments

Fiscal Officer's Report

Administrator's Report

Trustee Comments

Adjournment

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

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

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

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

Hamilton Township Trustee Meeting

July 15, 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.

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 1st 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 6:02 p.m.

Mr. Charles Bastin stated that, based on his background in finance, he is concerned about the potential loss of approximately \$10.8 million in property tax revenue and asked whether the Trustees have developed a plan to address the potential financial impact. He noted that the State is discussing property tax reform, including the possibility of implementing or expanding a sales tax, and expressed concern about how those changes could affect local governments. Mr. Bastin stated that he does not want to see Township employees laid off as a result of reduced revenue.

Mr. Bastin also expressed concerns regarding the debt associated with new development and the Township's long-term financial responsibilities. He recommended that the Trustees begin planning now to address potential fiscal challenges.

Mr. Cordrey responded that the issue has been a frequent topic of discussion during meetings of the CLOUT Board, on which he serves. He stated that, due to the lack of sufficient signatures, it is unlikely the proposed measure will appear on the ballot this year or in 2027. He added that one of the greatest challenges facing townships is that the Ohio Revised Code limits the authority of townships in addressing these issues, and guidance from the Ohio General Assembly will likely be necessary before meaningful action can be taken.

Mr. Bastin also recommended that the Trustees consider requesting a Performance Audit through the Ohio Auditor of State's Office. He explained that, unlike a financial audit, a performance audit evaluates government operations, identifies efficiencies, and provides recommendations for improving services and reducing costs.

With no further public comment, Mr. Sousa closed the floor.

New Business

Resolution No. 26-0715A – Authorizing Private Sale of Unneeded and Unfit-For-Use Property

Mr. Sousa made a motion with a second from Mr. Cordrey to approve resolution 26-0715A, a resolution authorizing private sale of unneeded and unfit-for-use property in the Police Department.

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

Public Comments

Mr. Sousa opened the floor to public comments at 6:10 p.m.; with nobody approaching he closed the floor to comments.

Trustee Comments

Mr. Rozzi informed residents of the recent water main break at the intersection of Grandin Road and State Route 48. He also advised that parking lot repairs have begun at the Shoppes at Grandin.

Mr. Cordrey thanked Township staff for their outstanding work in organizing the Freedom Festival. He stated that he attended the event and noted that, although expectations were high, the Township exceeded them with an exceptional turnout. He commended the staff, vendors, volunteers, and everyone involved for making the event a success. Mr. Cordrey reminded residents that the next Township event, National Night Out, will be held on August 4 beginning at 6:00 p.m. at Oeder Lake. He also expressed his appreciation to Mr. and Mrs. Oeder for once again hosting the event on their property.

Mr. Sousa discussed the second-half property tax bills, noting that residents whose taxes are not paid through an escrow account may have noticed a delay in receiving their bills. He explained that recent state legislation aimed at limiting property tax increases and reducing property taxes has delayed the processing of accurate tax information. Mr. Sousa stated that Warren County is currently processing the bills and that they should be arriving soon. He advised residents who wish to view or pay their second-half property tax bill before receiving it by mail to visit the Warren County Treasurer's website.

Adjournment-

Mr. Sousa made a motion with a second from Mr. Cordrey to adjourn at 6:13 p.m.

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



Administrator

8/5/25 Trustee Meeting

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

HT has been a member agency of the Warren County Tactical Response Unit for several years. All member communities are currently reconfirming membership with a new MOU to reflect the use of training within the County's new Criminal Suppression Headquarters.

Motion to approve Resolution 26-0805A- a resolution authorizing the execution of a memorandum of understanding for participation in the Warren County Tactical Response Unit.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on August 5, 2026, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

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

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 26-0805A**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF
UNDERSTANDING FOR PARTICIPATION IN THE WARREN COUNTY TACTICAL
RESPONSE UNIT**

WHEREAS, pursuant to the authority granted under Ohio Revised Code Sections 505.43 and 9.482, the Board of Township Trustees may enter into agreements with other political subdivisions and law enforcement agencies to provide police services and cooperative public safety operations; and

WHEREAS, the Warren County Tactical Response Unit is a multi-jurisdictional law enforcement team organized to provide specialized tactical response capabilities for critical incidents occurring within Warren County and surrounding jurisdictions; and

WHEREAS, Hamilton Township desires to continue its participation in the Warren County Tactical Response Unit through the execution of the Memorandum of Understanding, which establishes the responsibilities, operational procedures, governance, funding, and participation requirements for member agencies; and

WHEREAS, the Board of Township Trustees has reviewed the Memorandum of Understanding and finds that participation in the Warren County Tactical Response Unit serves the public health, safety, and welfare of the Township and its residents.

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

SECTION 1. The Board of Township Trustees hereby approves the Memorandum of Understanding for the Warren County Tactical Response Unit, substantially in the form presented to the Board.

SECTION 2. The Township Administrator and/or the Chief of Police are hereby authorized and directed to execute the Memorandum of Understanding on behalf of Hamilton Township and to take all actions necessary to implement its provisions.

- SECTION 3.** The appropriate Township officials are authorized to execute any documents and perform all acts necessary to carry out the intent of this Resolution and the Memorandum of Understanding.
- SECTION 4.** It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Board, and that all deliberations of the Board and any of its committees that resulted in such formal action were conducted in meetings open to the public in compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.
- SECTION 5.** This Resolution shall take effect and be in full force immediately upon its adoption.

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

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

Resolution adopted this 5th 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 5, 2026.

Date: _____

Leah M. Elliott, Fiscal Officer

**TASK FORCE
MEMORANDUM OF UNDERSTANDING
WARREN COUNTY TACTICAL RESPONSE UNIT**

Pursuant to Ohio Revised Code sections 311.07, 505.43, and 737.04 Ohio counties, municipal corporations, townships and villages ("political subdivisions") are authorized to enter into an agreement with other such political subdivisions to form a task force upon any terms that are agreed to by them if the contract is first authorized by the respective legislative bodies for the participating political subdivisions. In accordance with said Ohio laws, the undersigned political subdivision agrees as follows:

1. Purpose

The purpose of this agreement is to establish and maintain the existence of a task force (See, "Task Force" below) to provide tactical response in specialized situations requiring a law enforcement response. Said Task Force shall be created to obtain additional law enforcement assistance and protection and for the purpose of protection of life, limb, and property and the reduction of crime and subversive activities.

2. Definitions

For the purpose of this agreement, the following terms are defined as follows:

Participating political subdivisions: A political subdivision that commits itself to this task force agreement by adopting an ordinance or resolution authorizing participation in the task force with other participating political subdivisions for rendering and receiving assistance in the event of a request for Task Force services in accordance with Task Force assignments as developed by the leadership law enforcement agencies of the participating political subdivisions and adopted by the Policy Board.

Political subdivision: A county, municipal corporation, township, or village having a recognized full-time law enforcement agency or support agency as designated by the Board.

Majority: Signifies the greater number of votes.

Task Force: Personnel and equipment assembled for the purpose of assisting member political subdivisions and neighboring political subdivisions in obtaining further law enforcement responses to better protect the lives, persons, and property of Ohio citizens. The Task Force established hereby shall also be known as the Warren County Tactical Response Unit.

Task Force Commander: The Task Force Commander shall be selected by the Policy Board for a specific period and receive a performance review at least annually. The Policy Board may, with a majority vote of board members present remove, suspend, or renew the Task Force Commander for a specific period. The Task Force Commander shall be responsible for team training, equipment maintenance, mobilization, and tactical direction of the task force.

Quorum: The minimum number of voting members that must attend a meeting of an organization for that meeting to be regularly constituted. For these purposes a quorum is defined as the majority of law enforcement leadership of the participating political subdivision i.e. the Policy Board.

3. Agreement to Effectuate Task Force Services

The county sheriff or governing body of each participating municipal corporation, township, or village are authorized on behalf of that political subdivision to enter and from time to time to alter and amend on the advice of the political subdivision's law enforcement leadership an agreement with other political subdivisions for Task Force services.

4. Authority and Command

In the provision of Task Force services, the Task Force Commander shall assume full responsibility and command for operations. Task Force members shall be responsible to the Task Force Commander and shall operate under his/her direction and control. Supervision of Task Force members shall be by the Task Force Commander. While performing all duties, investigations, and enforcement under the authority of the Task Force, the Task Force members are directly accountable to the Task Force Commander, as if the Task Force Commander was that member's supervisor from his/her participating agency.

5. Governance of Task Force

The operation of the Task Force shall be governed by a Policy Board ("the Board") consisting of law enforcement leadership of the participating political subdivisions. All Board members shall serve without compensation. The Board shall meet at such times and places as agreed upon by Board members. All Board decisions must be made in a quorum and approved by majority vote. The policy and procedures for the Board shall be addressed in the Warren County Tactical Response Unit Policy and Procedure Manual.

The Board shall designate a Lead Agency of the Task Force, which is responsible for conducting business meetings, calling for and tracking votes, and calling for emergency votes if required. This Lead Agency shall be the agency of the current Chairperson of the Warren County Chief's Association.

The Board shall be responsible for the creation and maintenance of a policy and procedure manual for the Task Force. The Board shall review and update said policies and procedures as needed or at least every three years.

The Board, all participating political subdivisions, and legal counsel from the Lead Agency of the Task Force shall be required to review all policies and procedures for consistency. Any conflicts which may arise between the participating political subdivisions' policies and procedures, and the policies and procedures of the Task Force shall be reviewed and resolved by the Board, the participating political subdivision, and legal counsel for the lead agency.

The Board shall meet no less than quarterly each calendar year. Board members are expected to attend a minimum of 50% of the meetings. Each member of the Board shall have one (1) vote and a majority vote of a quorum of the members is needed to be present to conduct business. Should an emergency vote be needed as determined by the Lead Agency, this may take place through email.

6. Membership

Before any political subdivision may become a member of the Task Force, its membership shall be approved by the Policy Board. Membership shall be limited to the Ohio law enforcement agencies as defined by Ohio statutes, or governmental agencies which support *Article 1. Purpose*, as deemed necessary by the Board. Applicants shall become members upon approval of the Board and execution of this agreement.

When considering membership, the Board shall consider all factors including:

1. Agency capabilities of providing or being resources to the task force communities.
2. Geographic proximity to other task force agencies.

7. Responsibility for Conduct

It is the intention of the Policy Board to ensure there is no contradiction or conflict in policies and procedures, rules, regulations, directives or general orders between member agencies and the Task Force; however, should a conflict arise, it is agreed the assigned Task Force officer will bring this to the attention of their home agency

supervisor, Chief, Sheriff or designee and a Task Force supervisor as soon as practically possible. In any event, and when in doubt, the officer will follow their employing agency's policy, procedure, rule, regulation, directive or general order.

Any officer of a participating political subdivision, whether said officer is responding to a request for Task Force services from a requesting political subdivision, or the officer is part of the Task Force, shall be deemed to be acting within the scope of the officer's employment with the participating political subdivision with whom the officer is employed, while traveling to, traveling from, and while acting in the territory of another participating political subdivision, as well as during all training conducted pursuant to this agreement or referenced herein.

In addition to the requirements set forth in this agreement and the accompanying policy and procedures manual for the task force, each officer or employee participating in the Task Force shall remain subject to and adhere to the standards of conduct, personnel rules, regulations, laws, and policies of their respective employing unit, in addition to complying with the policies and procedures of the Task Force.

8. Privileges and Immunities

The participating political subdivisions intend for all responding agencies and their personnel to enjoy the fullest privileges and immunities available to the officers of the requesting law enforcement agency pursuant to Chapter 2744 of the Ohio Revised Code.

9. Confidentiality

Any information gathered and/or report(s) generated by the Task Force during its investigation that is maintained by the Task Force, a prosecutor, the attorney general, or a special prosecutor is deemed a confidential law enforcement investigatory record for purposes of Ohio Revised Code 149.43. This determination does not, however, affect or limit the right of discovery granted under the Ohio Revised Code, the Rules of Criminal Procedure, and/or the Rules of Juvenile Procedure. The Task Force Commander shall periodically inform the agency heads of participating agencies on the status of the investigation. Information relating to the status of the Task Force investigation shall only be provided to the agency head or his designee.

10. Compensation

Each participating agency shall continue to provide the same salaries, insurance, workers' compensation, retirement, and other fringe benefits to its personnel while responding to a request for assistance and/or deployment under this agreement as

those employees would receive while on duty in their employing political subdivision or governmental unit.

Further, personnel shall be entitled to all the workers' compensation rights and benefits of Chapter 4123 of the Revised Code to the same extent as while performing service within their employing political subdivision or governmental unit.

11. Funding

The Warren County Sheriff's Office shall act as the fiscal agent for the Task Force. Expenditures by each participating political subdivision shall be subject to each subdivision's budgetary process and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

Each participating law enforcement agency who supplies a member shall, by July 1 of every calendar year, pay to the fiscal agent the sum of \$250.00 per active member, or equivalent, to be used for approved team expenses.

12. Liability

No participating political subdivision or any of its personnel, employees, officers, or agents shall be liable in damages to another participating political subdivision, or its personnel, employees, officers, or agents, or its inhabitants, or its contractual obligation, or any person to whom service is being provided, for failure to answer any request for service, or for response time for answering a request of service, or for failure or inadequacy of equipment, or for the negligence, misfeasance or nonfeasance of its employees, or for any other cause related to the rendering of Task Force services.

13. Use of County Owned Criminal Suppression Headquarters

The terms of this section of the MOU are solely for the benefit of Tactical Response Unit (TRU) member agencies. Nothing in this MOU, express or implied, is intended or shall confer upon any other person, entity or third party, including, but not limited to, any non-TRU member, any legal or equitable right, benefit, remedy or claim under or by reason of this MOU.

Each member agency of the TRU agree and acknowledge it shall provide supervision over their respective agency members and their officers, employees or agents when conducting any activity at the Warren County Criminal Suppression Headquarter (WCCSH) located at 1429 W. Main Street, Lebanon, Ohio 45036. This includes any use of the indoor live-fire range, or the non-live-fire simulated shoot house.

For purposes of this MOU, "activities" are defined as law enforcement specific training.

Supervision-Each TRU member agency is responsible for identifying which of its officers, employees or agents shall serve as the supervisor(s) for their activities held at the WCCSH.

- TRU member agencies agree they shall not assign these supervision responsibilities to anyone outside of their agency.
- TRU member agencies agree the designated supervisor(s) shall always remain present during activities.

Supervisor(s) responsibilities include:

- Ensuring participants are aware of the safety and security rules established by the Warren County Sheriff's Office (WCSO) when conducting activities at the WCCSH.
- Maintain oversight and enforce compliance with the safety and security rules.
- Notification to WCSO in the event of injury to persons, or damage to WCCSH.

Each TRU member agency agrees to be liable for negligent acts or negligent omissions, intentional or wrongful acts or omissions, by and through its own supervisors, officers, employees or agents while conducting activities at the WCCSH.

Each TRU member agency further agrees to defend itself and pay any judgments and costs arising out of such negligent, intentional or wrongful acts or omissions. Nothing in this MOU shall impute or transfer any such liability from one TRU member to another.

Each TRU member agency shall maintain its own insurance and workers' compensation coverage for its supervisors, officers, employees or agents throughout the term of this MOU.

14. Express Reservations

The Task Force does not directly or indirectly employ any personnel assigned to it. The Task Force does not establish employer-employee relationships with personnel assigned to the Task Force from participating political subdivisions. Participating political subdivisions do not waive any available defenses and/or limitations on liability. No participating political subdivision shall be considered to be an agent of any other participating political subdivision.

15. Termination

Any participating political subdivision may withdraw from the Task Force agreement by notifying the Board in writing, whereupon the withdrawing political subdivision will terminate participation ninety (90) days from the date of the written notice.

Further, any participating political subdivision who fails to meet their obligations in accordance with this agreement and/or the policies and procedures of the Task Force may have their membership terminated by a majority vote of the Board.

16. Adoption and Effective Date

This Agreement shall become effective on September 1, 2026, upon its authorization and execution by the participating political subdivisions in accordance with applicable law. As of the Effective Date, this Agreement supersedes and replaces any prior Memorandum of Understanding governing the Warren County Tactical Response Unit. Thereafter, additional political subdivisions approved for membership by the Policy Board shall become parties to this Agreement upon their authorization and execution of the Agreement.

[Remainder of Page Intentionally Left Blank]

Name of Political Subdivision

Representative from Legislative Body of
Political Subdivision

Date

Chief of Police / Sheriff



Planning and Zoning Office
8/5/2026 Trustee Meeting

The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the Zoning and Planning Office:

Motion to approve Resolution 26-0805B providing for and authorizing the removal of vegetation, garbage, refuse and other debris at 10564 Saratoga Avenue, Parcel 1713156004, in Hamilton Township, declaring a nuisance and declaring an emergency.

A violation notice was sent to the property owner on June 23rd, 2026 requiring removal of the high grass and debris from the property.

A final violation notice was sent to the property owner on July 6th, 2026.





The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 PM on August 5th, 2026, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa, Trustee, *Board Chair*
Darryl Codrey, Trustee, *Vice Chair*
Joseph Rozzi, Trustee

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

HAMILTON TOWNSHIP, WARREN COUNTY OHIO

RESOLUTION NUMBER 26-0805B

**RESOLUTION PROVIDING FOR AND AUTHORIZING VEGETATION CUTTING
AND TRASH REMOVAL AT 10564 SARATOGA AVENUE, PARCEL 1713156004, IN
HAMILTON TOWNSHIP, DECLARING A NUISANCE AND DECLARING AN
EMERGENCY**

WHEREAS, Ohio Revised Code §505.87 provides that a Board of Township Trustees may provide for the abatement and control over the removal of vegetation, garbage, refuse, and other debris from land located in the Township; and

WHEREAS, the Board of Township Trustees of Hamilton Township has determined that the continuing maintenance of vegetation, garbage, refuse, and other debris on the following properties in Hamilton Township is a nuisance:

10564 SARATOGA AVENUE, PARCEL 1713156004

NOW THEREFORE, Be It Resolved by the Board of Township Trustees, Hamilton Township, Ohio:

Section 1. That the vegetation, garbage, refuse, and other debris located on the following property in Hamilton Township is hereby declared to be a nuisance;

10564 SARATOGA AVENUE, PARCEL 1713156004

Section 2. Pursuant to O.R.C. §505.87, the owners and lien holders of record for the properties shall be properly notified of this action and given seven days to abate the nuisances;

Section 3. In the event the nuisance is not abated within the time period allowed, the Zoning Department of the Township is hereby directed to cause the cutting and control of the vegetation and remove the vegetation, garbage, refuse, and other debris at the following properties in Hamilton Township:

10564 SARATOGA AVENUE, PARCEL 1713156004

Section 4. The owners of the following property in Hamilton Township shall be billed for such services and the Fiscal Officer of the Township is directed to place a special assessment on the real estate tax bill of the property if payment is not made within thirty days.

10564 SARATOGA AVENUE, PARCEL 1713156004

Section 5. The Trustees of Hamilton Township upon majority vote do hereby authorize the adoption of this resolution upon its first reading.

Section 6. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, and welfare of the Township. The reason for the emergency is to provide for safe and habitable properties in the township.

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

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

Resolution adopted this 5th 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 5, 2026

Date: _____

Leah M. Elliott, *Fiscal Officer*

Hamilton Township Fire Rescue



7780 South State Route 48, Hamilton Township, Ohio 45038
513-683-1622 www.hamilton-township.org

To: Hamilton Township Board of Trustees

From: Chief Jason Jewett

Date: July 27, 2026

Re: Request to Declare Obsolete Enclosed Trailer Surplus and Sell Through GovDeals

Motion to approve resolution number 26-0805C, authorizing private sale of unneeded and unfit-for-use property in the Fire Department.

I am requesting approval to declare the enclosed trailer currently assigned to the Fire Department as obsolete surplus property and authorize its sale through GovDeals.

The trailer is no longer needed for current operations and has reached a point where continued retention does not provide practical benefit to the Department or the Township. Selling the trailer through a public auction process would allow the Township to recover residual value, reduce storage and maintenance responsibilities, and ensure the item is disposed of in a transparent and competitive manner.

Trailer Description:

2012 United 20'x8' Enclosed Trailer

VIN – 48BTE2029CA127426

If approved, staff will prepare the trailer for sale by removing all Hamilton Township markings, establish reasonable sales terms and conditions, list the trailer for public auction on the GovDeals website.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on August 5, 2026, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

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

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 26-0805C**

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

WHEREAS, the Board of Trustees has certain property in its Fire 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>
2012	United	20'x8'	48BTE2029CA127426

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

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

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

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

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

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

Resolution adopted this 5th 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 5, 2026.

Date: _____

Leah M. Elliott, Fiscal Officer



Administrator

8/5/25 Trustee Meeting

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

Motion 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.

The increases in the Contracted Services line are largely due to collecting more revenue from cable franchise fees, in turn directing a portion of the new revenue to ICRC to manage the televising of our meetings. Some additional funds are necessary for environmental remediation of the house purchased next door to the Administration building.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on August 5th, 2026, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

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

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 26-0805D**

**A RESOLUTION AUTHORIZING AN INCREASE IN APPROPRIATIONS FOR THE
GENERAL FUND**

WHEREAS, it is necessary to make increases in appropriations for certain funds to meet the financial obligations of Hamilton Township; and

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

SECTION 1. The Fiscal Officer is hereby authorized and directed to increase the appropriations as follows:

Fund	Account Number	Amount
General Fund-1000	1000-110-360-0000 Contracted Services	\$83,000.00
General Fund-1000	1000-110-510-0000 Dues and Fees	\$9,000.00

SECTION 2. That the Board of Township Trustees hereby authorizes the Township Fiscal Officer to make the necessary adjustments in the accounting records to reflect the appropriations as approved herein.

SECTION 3. The Fiscal Officer is hereby authorized and directed to approve Blanket Certificates for the General Fund.

SECTION 4. 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:

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

Darryl Cordrey – Aye _____ Nay _____

Resolution adopted this 5th 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 5, 2026.

Date: _____

Leah M. Elliott, Fiscal Officer



Office of Public Works
8/5/2026 Trustee Meeting

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

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

- Cemetery Deed –
 - Kathy Neuhaus purchased Lot 567 grave 3 in Maineville Addition, deed number 2026-9
 - Samantha Sambi purchased Lot 137 grave 1 in Maineville Addition, deed number 2026-10

Deed For Cemetery Lot

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

Deed Number. # 2026-9

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned Trustees of Hamilton Township, Mark Sousa, Darryl Cordrey, and Joe Rozzi, in the County of Warren and State of Ohio, for and in consideration of the sum of \$1200 Dollars, to us paid by

Kathy Neuhaus Current Address: 639 Nunner Road, Maineville, OH 45039 the receipt whereof is hereby acknowledged, do hereby **GRANT, BARGAIN, SELL AND CONVEY** to the said:

Kathy Neuhaus

and HIS/HER/THEIR heirs forever the following described lot or parcel of land in Maineville Addition : Lot: 567 Grave 3 as described upon the plat of said Cemetery, on file in the office of the Administration of said TO HAVE AND TO HOLD the same to the said

Kathy Neuhaus

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

In Witness Whereof, We have hereunto set our hands on this 5th day of August A.D. 2026

Signed and Acknowledged in presence of

in Warren County, Ohio.

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

Be It Remembered, That on this 5th day of August A.D. 2026 before me, the subscriber, a **Notary Public** in and for said County, personally came the above named Trustees of Hamilton Township in Warren County, State of Ohio, and as such officers, acknowledged the signed and sealing of the foregoing conveyance to be their voluntary act and deed, for the uses and purposes therein mentioned.

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

Deed For Cemetery Lot

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

Deed Number. # **2026-10**

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned Trustees of Hamilton Township, **Mark Sousa, Darryl Cordrey, and Joe Rozzi,** in the County of **Warren** and State of Ohio, for and in consideration of the sum of **\$1200 Dollars**, to us paid by

Samantha Sambi Current Address: **8837 Woolstone Court, Maineville, OH 45039** the receipt whereof is hereby acknowledged, do hereby **GRANT, BARGAIN, SELL AND CONVEY** to the said:

Samantha Sambi

and HIS/HER/THEIR heirs forever the following described lot or parcel of land in **Maineville Addition : Lot: 137 Grave 1** as described upon the plat of said Cemetery, on file in the office of the Administration of said TO HAVE AND TO HOLD the same to the said

Samantha Sambi

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

In Witness Whereof, We have hereunto set our hands on this **5th** day of **August** A.D. **2026**

Signed and Acknowledged in presence of

in Warren County, Ohio.

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

Be It Remembered, That on this **5th** day of **August** A.D. **2026** before me, the subscriber, a **Notary Public** in and for said County, personally came the above named Trustees of Hamilton Township in Warren County, State of Ohio, and as such officers, acknowledged the signed and sealing of the foregoing conveyance to be their voluntary act and deed, for the uses and purposes therein mentioned.

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

Hamilton Township Fire Rescue

Memo



To: Jeff Wright , Administrator

From: Jason Jewett, Fire Chief

Date: July 10, 2026

Re: Axon Dash Camera Contract

Motion 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.

Please see the Contract with Axon for dash cameras in our fire department fleet. HTFR has been using dash cameras for the past 2 years with great success. The cameras have helped in accident investigations and reconstruction, training, and with scene documentation from fires and motor vehicle accidents. Initially we purchased 13 Black Vue cameras from Amazon at a price of \$450.00 per camera. We have since replaced 5 of the cameras with one more no longer working awaiting replacement. Each camera set comes with a dash camera and a second in-vehicle camera that we are evaluating for placement in the patient care area.

I am recommending the contract with Axon due to the services they provide and have provided to our police department over the years. Unlike our current cameras, the data is stored in the cloud on Axon servers and not on SD cards. Axon's system has the ability to redact information and has an audit trail built into the system. The contract also has new cameras built in if the technology changes or at the end of our 5-year contract. Axon does charge \$1500 per camera for installation, which they will reimburse the township because our mechanics installing the cameras. This will result in \$19,500 being reimbursed to the fire department.

I believe the potential to limit liability is well worth the cost and added security to protect the township, our citizens, and our employees from unnecessary liability. Please let me know if you have any questions. Thank you.



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-868162-46217CS

Issued: 07/14/2026

Quote Expiration: 07/31/2026

Estimated Contract Start Date: 10/01/2026

Account Number: 677548

Payment Terms: N30

Mode of Delivery: GENLT-LTL

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Fire 7780 S STATE ROUTE 48 MAINEVILLE, OH 45039-8803 USA	Hamilton Township Fire Rescue (Maineville, OH) 7780 S STATE ROUTE 48 MAINEVILLE OH 45039-8803 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chandler Smith Phone: 480 - 716 - 7245 Email: chasmith@axon.com Fax:	Jason Jewett Phone: 513-683-1622 Email: jjewett@hamilton-township.org Fax: 513-677-5232

Quote Summary

Program Length	60 Months
TOTAL COST	\$147,669.60
ESTIMATED TOTAL W/ TAX	\$147,669.60

Discount Summary

Average Savings Per Year	\$2,689.35
TOTAL SAVINGS	\$13,446.76

Payment Summary

Date	Subtotal	Tax	Total
Sep 2026	\$100.00	\$0.00	\$100.00
Jan 2027	\$29,433.92	\$0.00	\$29,433.92
Jan 2028	\$29,533.92	\$0.00	\$29,533.92
Jan 2029	\$29,533.92	\$0.00	\$29,533.92
Jan 2030	\$29,533.92	\$0.00	\$29,533.92
Jan 2031	\$29,533.92	\$0.00	\$29,533.92
Total	\$147,669.60	\$0.00	\$147,669.60

Quote Unbundled Price:	\$161,109.60
Quote List Price:	\$169,775.40
Quote Subtotal:	\$147,669.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	13	60	\$199.04	\$210.15	\$189.32	\$147,669.60	\$0.00	\$147,669.60
A la Carte Software									
ProLicense	Pro License Bundle	2	60		\$48.82	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$147,669.60	\$0.00	\$147,669.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic + TAP	70112	AXON SIGNAL - VEHICLE	13	1	09/01/2026
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	1	09/01/2026
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	13	1	09/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	10/01/2026	09/30/2031
Fleet 3 Basic + TAP	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	10/01/2026	09/30/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6	10/01/2026	09/30/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	10/01/2026	09/30/2031

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	13

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	13	09/01/2027	09/30/2031
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	13	09/01/2027	09/30/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	7780 S STATE ROUTE 48	MAINEVILLE	OH	45039-8803	USA

Payment Details

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1A	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$100.00	\$0.00	\$100.00
Annual Payment 1A	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Total				\$100.00	\$0.00	\$100.00

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1B	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$29,433.92	\$0.00	\$29,433.92
Annual Payment 1B	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Total				\$29,433.92	\$0.00	\$29,433.92

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$29,533.92	\$0.00	\$29,533.92
Annual Payment 2	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Total				\$29,533.92	\$0.00	\$29,533.92

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$29,533.92	\$0.00	\$29,533.92
Annual Payment 3	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Total				\$29,533.92	\$0.00	\$29,533.92

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$29,533.92	\$0.00	\$29,533.92
Annual Payment 4	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Total				\$29,533.92	\$0.00	\$29,533.92

Jan 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$29,533.92	\$0.00	\$29,533.92
Annual Payment 5	ProLicense	Pro License Bundle	2	\$0.00	\$0.00	\$0.00
Total				\$29,533.92	\$0.00	\$29,533.92

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract State of Ohio DAS MCSA0096 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

7/14/2026



Hamilton Township Fire Rescue

Memo



To: Jeff Wright

From: Dan Berkebile

Date: July 15, 2026

Re: Fire Department Auxiliary

Motion to approve the forming of the Hamilton Township Fire Rescue Auxiliary.

Hamilton Township Fire Rescue is excited to inform you of our plans to establish the Hamilton Township Fire Rescue Auxiliary. The implementation of this auxiliary will be a two-step process as each step will provide their own benefit to our department.

Step 1 of the implementation will allow retired firefighters and or EMTs to continue to engage and support our department through non-emergency functions. Examples include assisting with the rehabilitation of firefighters during and/or after prolonged fire incidents, assisting with large public relation events such as Touch-A-Truck or our annual open house, etc. While these auxiliary members may be requested to an emergency scene, legal is developing the necessary waivers auxiliary members must sign that ensures the department and township are absolved of any liability.

Step 2 will be to formally establish the Hamilton Township Fire Rescue Auxiliary as a 501 (c)(3) non-profit organization. This will allow for more community members to engage in support of the fire department much as the current Hamilton Township Citizen's Police Academy Alumni Association. In addition to more community engagement, the non-profit organization can pursue financial support for fire department functions, specifically in public relations and fire education.

We are excited to take this step in finding more meaningful ways to connect with our community.

Thanks,

Dan Berkebile, Assistant Fire Chief



Office of Township Administrator

8/5/2026 Trustee Meeting

The following motion has been prepared for the Board of Hamilton Township Trustees by the Office of Township Administrator:

Motion 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.

The building that houses both the Administration and Police Department was built in 2000 and has not been enlarged and has only received minimal renovations. The Township's population at the 2000 census was only 8,645 and today it is approximately 34,000. The space demands have increased significantly not only due to needing to increase the number of officers, detectives and command staff, but also updated requirements for records storage, safety of the residents and visitors and more secure standards for evidence storage means that the current Police station is grossly inadequate.

Fire Station 77 located on US 22/3 was built over a generation ago when our community was a quarter of the current population and was staffed largely by volunteers and part-time firefighters, not the full-time career department that we have progressed to today. The building has had mold issues, structural deficiencies and is past its useful life as an occupied, 24-7, 365-day fire station for a large community. It is most practical and cost-effective to replace it on its current property with a new station and to determine if components of the existing station could be used for storage of materials and equipment for the various Township departments.

Before the groundbreaking occurred for Fire Station 76, a prior Board of Trustees and Administrator had the size and scope of the building reduced near the end of the design. Reducing the size of the building for our growing community resulted in a station and headquarters that was too small already in the year it opened. Based on current, and future, needs

and sizing of our community and department, we have a high priority to make an addition in the rear of the current station and restructure some of the existing space for necessary uses.

So that we can evaluate the current and future uses of the spaces of those three buildings and generate probable costs for future budgeting purposes, staff has asked MSP Design for proposed scopes of work to develop programming, conceptual design plans, opinions of probable costs, and phasing and logistical recommendations for the Police Department, Fire Station 77 and Fire Station 76.

PROFESSIONAL SERVICES WORK ORDER

Hamilton Township
7780 South State route 48
Hamilton Township, Ohio 45039

Police Department Renovation Feasibility Study

MSP Project No. 26503.00

THIS AGREEMENT made this 30th day of June 2026 by and between McGill Smith Punshon, Inc., 3700 Park 42 Dr. Suite 190B, Cincinnati, Ohio 45241-2097 (MSP) and Hamilton Township, 7780 South St. Rt. 48, Hamilton Township 45039 (CLIENT) as follows:

I. PROJECT DESCRIPTION

- A. Hamilton Township is requesting a Feasibility Study for the Police Department Renovations that will include the following:
 - 1. Police Station
 - a) Phased Renovation of several areas of the existing Police Station including the following:
 - (1) Evidence Room Expansion with access from Sallyport of office area.
 - (2) Open Office Area renovation to include enlarged office spaces.
 - (3) Lower Level Area to include a Training Room and Fitness Room and associated support spaces.
 - (4) Lower Level Renovation of the Men's and Women's Locker Rooms.
 - b) Additional Parking (10 to 15 spaces) would be positioned on the existing site with potential covered parking structure to provide weather protection of the police vehicles.
 - c) Expansion into the Administration area once the New Administration/Trustees Area is built. This space to be programmed for efficient use of the space for the Police Departments needs and requirements.
- B. The feasibility study should include the following:
 - 1. Programming
 - 2. Concept designs including appropriate graphic illustrations
 - 3. Opinion of Probable Construction Costs
 - 4. Potential Phasing and Logistics plans.
 - 5. A final report will be provided for presentation to the Township Trustees by the end of September 2026.

II. SCOPE OF SERVICES

- A. **Program of Requirements:**
 - 1. MSP shall meet with the appropriate Police Department and Administration Leaders to gather information about the project that will include verification of the physical components of the proposed facility, project schedule and project budget. MSP shall prepare written report of the Program of Requirements (P.O.R.) and present to the Client for their review and comment. If needed, MSP shall make appropriate adjustments and present to the Client for review and approval.

B. Concept Design Phase:

1. **Concept Design:** From the Client approved POR and available site data (Survey data provided by the Client or GIS data) MSP shall prepare Concept Design documents that will include the following:
 - a) **Police Department**
 - (1) Site Layout Plan Showing expanded parking and covered parking structures
 - (2) Floor Plans for each phased renovation.
 - (3) MEP Narratives
 - (4) Graphic illustrations.
2. **Opinion of Probable Construction Costs (O.P.C.C.):** Based upon the Concept Design documents, MSP shall prepare an Opinion of Probable Construction Costs for each area of proposed renovation areas as well as future administration spaces.
3. **Logistics/Phasing Plan:** MSP shall prepare a logistics and phasing diagram for all of the renovation areas. This will included start and completion durations for each project. We will work with the Police and Administration departments to prepare a plan that will allow the construction operations to occur while maintaining operations of the facilities.
4. MSP shall meet with the Client to review the Concept Design Documents, the O.P.C.C. for each project and the Logistics/Phasing Diagram data. From Client's comments, MSP shall make appropriate adjustments and submit adjusted Concept Design Documents and O.P.C.C to the Client for review and approval.

III. COMPENSATION

- A. MSP shall invoice CLIENT monthly for the amounts due for professional services rendered and expenses incurred. CLIENT shall pay MSP the full amount due within thirty (30) days of receipt of invoice. All past due amounts shall bear interest at the rate of one and one-quarter percent (1-1/4%) per month compounded monthly. All amounts due MSP shall be paid whether or not CLIENT makes use of the professional services rendered by MSP.
- B. In addition to the compensation for professional services as provided in this Agreement, MSP shall be reimbursable expenses such as mileage, printing, postage etc, according to the attached Hourly Rate Schedule. Reimbursable Expense Allowance provided below is approximate. Should actual Reimbursable Expense approach this limit MSP will notify the CLIENT.
- C. If additional work is requested, above and beyond the scope of work outlined above, compensation for such work shall be paid on a time and material basis in accord with the attached Hourly Rate Schedule, or as a lump sum as agreed upon prior to commencing additional services. No additional services will be undertaken without prior approval by the CLIENT of both scope and fee.
- D. For services described herein, compensation is broken down into each project. Some of these projects may occur concurrently or as the Township may select individually. The fees for each project are as follows:
- E.

1.	Police Station Renovations	
a)	Program of Requirements:	\$ 1,500
b)	Concept Design Documents:	\$ 6,000
c)	O.P.C.C.:	\$ 2,500
d)	<u>Logistic Phasing Plan</u>	<u>\$ 1,500</u>
	Total	\$ 10,000
2.	Reimbursable Expenses (Allowance)	\$ 100

IV. CLIENT'S RESPONSIBILITIES

- A. Provide information and drawings of existing buildings and sites as are available.

V. ESTIMATED SERVICE SCHEDULE

- A. It is anticipated that the overall project will take approximately 6 to 8 weeks to complete from authorization to proceed.

VI. EXCLUSIONS

- A. Geotechnical or Environmental Engineering Services.

VII. GENERAL TERMS AND CONDITIONS:

- A. **BINDING AND ASSIGNMENT:** The CLIENT and MSP, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor MSP shall assign this Agreement without the written consent of the other.
- B. **FEE:** The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service outlined herein. Where the fee arrangement is to be on an hourly basis, the rates shall be on attached fee schedule. Reimbursable expenses will be invoiced at 1.1 times MSP cost. Any change in scope will be discussed prior to additional services being rendered.
- C. **BILLINGS/PAYMENTS:** Invoices for services and reimbursable expenses shall be submitted, at MSP's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. MSP shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and MSP shall have no liability for any resultant delays or damages incurred by CLIENT as a result of such suspension/termination. Retainers shall be credited on the final invoice. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees.
- D. **STANDARD OF CARE:** In providing services under this agreement, MSP will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. MSP will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of MSP's part of the Project. Regardless of any other term or condition of this Agreement, MSP makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.
- E. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither CLIENT nor MSP shall be liable to the other for any incidental indirect or consequential damages arising out of and/or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.
- F. **INDEMNIFICATIONS:** MSP agrees, subject to Risk Allocation below, to indemnify CLIENT for damages arising from its own negligent acts, errors or omissions.
- G. **RISK ALLOCATION:** In recognition of the relative risks and benefits of the Project to both CLIENT and MSP, CLIENT agrees, to the fullest extent permitted by law, to limit MSP's total liability to CLIENT or anyone making claims through CLIENT, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000.00 or the amount of MSP's fee, whichever is greater.
- H. **TERMINATION OF SERVICES:** This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, CLIENT shall pay MSP for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

- I. **OWNERSHIP OF DOCUMENTS:** All documents produced by MSP under this agreement, including electronic files, shall remain the property of MSP and may not be used by this CLIENT for any other purpose without written consent of MSP. Any such use or reuse shall be at the sole risk of CLIENT who shall defend, indemnify and hold MSP and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to MSP and its subconsultants.
- J. **DEFECTS IN SERVICE:** CLIENT shall promptly report to MSP any defects or suspected defects in MSP's services. CLIENT further agrees to impose a similar notification requirement on all contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by CLIENT and CLIENT'S contractors or subcontractors to notify MSP shall relieve MSP of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
- K. **DISPUTE RESOLUTION:** Any claim or dispute between CLIENT and MSP shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) or mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.
- L. **RELATIONSHIP OF PARTIES:** All services provided by MSP are for the sole use and benefit of CLIENT. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or MSP.
- M. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement be found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.
- N. **APPLICABLE LAW:** The law applicable to this Agreement is the state of the Project location.
- O. **HAZARDOUS MATERIAL:** MSP shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. CLIENT waives any claim against MSP and agrees to indemnify, defend and hold MSP harmless from any claim or liability for injury or loss arising from encountering unanticipated hazardous materials. Hazardous materials include any materials that are known or suspected to jeopardize human health or safety, through exposure of any kind. Such materials shall include but not be limited to those listed in various federal, state and local laws and regulations.
- P. **INVALIDITY:** If any provision of this Agreement is held invalid by a court of competent jurisdiction, it shall be considered deleted from the Agreement, but such invalidity shall not affect other provisions that can be given effect without the invalid provisions.
- Q. **ELECTRONIC DOCUMENTS:** Should the CLIENT's consultants or sub-contractors require electronic versions of the base files (CAD format), MSP shall provide files only upon receipt of signed electronic data transfer form.
- R. **NOTICE:** Notice given hereunder shall be deemed served when in writing and personally delivered to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered mail to the address set forth in this Agreement.
- S. **DELAYS:** Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above. This proposal shall be valid for a period of 60 days from the date indicated hereon.

McGill Smith Punshon, Inc.

CLIENT

By: Randal G. Merrill, AIA

By: Jeff Wright



Title: Executive Vice President

Title: Administrator

Date: July 30, 2026

Date: _____

Hourly Rate Schedule

Principal	\$200-\$300.00/hour
Project Manager.....	\$100-\$230.00/hour
Registered Engineer	\$125-\$300.00/hour
Registered Architect.....	\$125-\$300.00/hour
Registered Landscape Architect/Planner	\$115-\$300.00/hour
Professional Surveyor.....	\$125-\$300.00/hour
Interior Designer.....	\$125-\$250.00/hour
Designer/Job Captain	\$100-\$200/hour
CADD Operator/Technician	\$65-\$150.00/hour

Surveying (Monday through Friday) 8 Hours*

2 Man Crew.....	\$220.00/hour
1 Man Crew	\$130.00/hour

*A minimum 2 hours will be charged per trip (Monday through Friday)

*A minimum of 4 hours will be charged per trip (Saturday and Sunday)

Travel \$0.74/mile

Sub-consultants will be invoiced at 1.2 times MSP cost.

Reimbursable expenses such as postage, plots, prints, fees paid, travel expenses, long distance phone calls, e-mail, disk transfers and deliveries will be invoiced at 1.1 times MSP cost.

All invoices are due and payable upon receipt. Interest will be charged after 30 days at one and one quarter percent (1-1/4%) per month.

Effective Date: January 1, 2026

PROFESSIONAL SERVICES WORK ORDER

Hamilton Township
7780 South State route 48
Hamilton Township, Ohio 45039

Fire Station 76 Expansion and Renovation Feasibility Study

MSP Project No. 26503.01

THIS AGREEMENT made this 30th day of June 2026 by and between McGill Smith Punshon, Inc., 3700 Park 42 Dr. Suite 190B, Cincinnati, Ohio 45241-2097 (MSP) and Hamilton Township, 7780 South St. Rt. 48, Hamilton Township 45039 (CLIENT) as follows:

I. PROJECT DESCRIPTION

- A. Hamilton Township is requesting a Feasibility Study for the Expansion and Renovation of Fire Station 76 will include the following:
 - 1. Fire Station No. 76
 - a) Expansion of East side of the existing apparatus bay that will include a Fitness Room, Training Room and a Clean Room.
 - b) Renovation of the existing office spaces to provide more efficient overall use and circulation and reconfiguring of office spaces.
 - c) Expand the parking along the south drive to include 5 to 8 additional parking spaces.
- B. The feasibility study should include the following:
 - 1. Programming
 - 2. Concept designs including appropriate graphic illustrations
 - 3. Opinion of Probable Construction Costs
 - 4. Potential Phasing and Logistics plans.
 - 5. A final report will be provided for presentation to the Township Trustees by the end of September 2026.

II. SCOPE OF SERVICES

- A. **Program of Requirements:**
 - 1. MSP shall meet with the appropriate Fire Department and Administration Leaders to gather information about the project that will include verification of the physical components of the proposed facility, project schedule and project budget. MSP shall prepared written report of the Program of Requirements (P.O.R.) and present to the Client for their review and comment. If needed, MSP shall make appropriate adjustments and present to the Client for review and approval.
- B. **Concept Design Phase:**
 - 1. **Concept Design:** From the Client approved POR and available site data (Survey data provided by the Client or GIS data) MSP shall prepare Concept Design documents that will include the following:
 - a) Site Layout Plan Showing expanded parking along South Drive.
 - b) Floor Plans of the renovated office areas
 - c) Floor plans, elevations and building section of the Building Expansion.

- d) MEP Narratives defining the adjustments and additional equipment needs for the proposed expansion and renovations.
 - e) Graphic illustrations including color 3D Renderings and Elevations.
2. **Opinion of Probable Construction Costs (O.P.C.C.):** Based upon the Concept Design documents, MSP shall prepare an Opinion of Probable Construction Costs for each area of proposed renovation areas and the expansion.
 3. **Logistics/Phasing Plan:** MSP shall prepare and logistics and phasing diagram for all of the renovation areas. This will included start and completion durations for each project. We will work with the Fire Department and Administration to prepare a plan that will allow the construction operations to occur while maintaining operations of the facilities.
 4. MSP shall meet with the Client to review the Concept Design Documents, the O.P.C.C. for each project and the Logistics/Phasing Diagram data. From Client's comments, MSP shall make appropriate adjustments and submit adjusted Concept Design Documents and O.P.C.C to the Client for review and approval.

III. COMPENSATION

- A. MSP shall invoice CLIENT monthly for the amounts due for professional services rendered and expenses incurred. CLIENT shall pay MSP the full amount due within thirty (30) days of receipt of invoice. All past due amounts shall bear interest at the rate of one and one-quarter percent (1-1/4%) per month compounded monthly. All amounts due MSP shall be paid whether or not CLIENT makes use of the professional services rendered by MSP.
- B. In addition to the compensation for professional services as provided in this Agreement, MSP shall be reimbursable expenses such as mileage, printing, postage etc, according to the attached Hourly Rate Schedule. Reimbursable Expense Allowance provided below is approximate. Should actual Reimbursable Expense approach this limit MSP will notify the CLIENT.
- C. If additional work is requested, above and beyond the scope of work outlined above, compensation for such work shall be paid on a time and material basis in accord with the attached Hourly Rate Schedule, or as a lump sum as agreed upon prior to commencing additional services. No additional services will be undertaken without prior approval by the CLIENT of both scope and fee.
- D. For services described herein, compensation is broken down into each project. Some of these projects may occur concurrently or as the Township may select individually. The fees for each project are as follows:
- E.
 1. **Police Station Renovations**

a)	Program of Requirements:	\$ 1,500
b)	Concept Design Documents:	\$ 9,500
c)	O.P.C.C.:	\$ 3,600
d)	<u>Logistic Phasing Plan</u>	<u>\$ 1,500</u>
	Total	\$ 16,100
 2. **Reimbursable Expenses (Allowance)** **\$ 100**

IV. CLIENT'S RESPONSIBILITIES

- A. Provide information and drawings of existing buildings and sites as are available.

V. **ESTIMATED SERVICE SCHEDULE**

- A. It is anticipated that the overall project will take approximately 6 to 8 weeks to complete from authorization to proceed.

VI. **EXCLUSIONS**

- A. Geotechnical or Environmental Engineering Services.

VII. **GENERAL TERMS AND CONDITIONS:**

- A. **BINDING AND ASSIGNMENT:** The CLIENT and MSP, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor MSP shall assign this Agreement without the written consent of the other.
- B. **FEE:** The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service outlined herein. Where the fee arrangement is to be on an hourly basis, the rates shall be on attached fee schedule. Reimbursable expenses will be invoiced at 1.1 times MSP cost. Any change in scope will be discussed prior to additional services being rendered.
- C. **BILLINGS/PAYMENTS:** Invoices for services and reimbursable expenses shall be submitted, at MSP's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. MSP shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and MSP shall have no liability for any resultant delays or damages incurred by CLIENT as a result of such suspension/termination. Retainers shall be credited on the final invoice. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees.
- D. **STANDARD OF CARE:** In providing services under this agreement, MSP will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. MSP will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of MSP's part of the Project. Regardless of any other term or condition of this Agreement, MSP makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.
- E. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither CLIENT nor MSP shall be liable to the other for any incidental indirect or consequential damages arising out of and/or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.
- F. **INDEMNIFICATIONS:** MSP agrees, subject to Risk Allocation below, to indemnify CLIENT for damages arising from its own negligent acts, errors or omissions.
- G. **RISK ALLOCATION:** In recognition of the relative risks and benefits of the Project to both CLIENT and MSP, CLIENT agrees, to the fullest extent permitted by law, to limit MSP's total liability to CLIENT or anyone making claims through CLIENT, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000.00 or the amount of MSP's fee, whichever is greater.
- H. **TERMINATION OF SERVICES:** This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, CLIENT shall pay MSP for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- I. **OWNERSHIP OF DOCUMENTS:** All documents produced by MSP under this agreement, including electronic files, shall remain the property of MSP and may not be used by this CLIENT for any other purpose without written consent of MSP. Any such use or reuse shall be at the sole risk of CLIENT who shall defend, indemnify and hold MSP and its subconsultants harmless from any and

all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to MSP and its subconsultants.

- J. **DEFECTS IN SERVICE:** CLIENT shall promptly report to MSP any defects or suspected defects in MSP's services. CLIENT further agrees to impose a similar notification requirement on all contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by CLIENT and CLIENT'S contractors or subcontractors to notify MSP shall relieve MSP of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
- K. **DISPUTE RESOLUTION:** Any claim or dispute between CLIENT and MSP shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) or mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.
- L. **RELATIONSHIP OF PARTIES:** All services provided by MSP are for the sole use and benefit of CLIENT. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or MSP.
- M. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement be found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.
- N. **APPLICABLE LAW:** The law applicable to this Agreement is the state of the Project location.
- O. **HAZARDOUS MATERIAL:** MSP shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. CLIENT waives any claim against MSP and agrees to indemnify, defend and hold MSP harmless from any claim or liability for injury or loss arising from encountering unanticipated hazardous materials. Hazardous materials include any materials that are known or suspected to jeopardize human health or safety, through exposure of any kind. Such materials shall include but not be limited to those listed in various federal, state and local laws and regulations.
- P. **INVALIDITY:** If any provision of this Agreement is held invalid by a court of competent jurisdiction, it shall be considered deleted from the Agreement, but such invalidity shall not affect other provisions that can be given effect without the invalid provisions.
- Q. **ELECTRONIC DOCUMENTS:** Should the CLIENT's consultants or sub-contractors require electronic versions of the base files (CAD format), MSP shall provide files only upon receipt of signed electronic data transfer form.
- R. **NOTICE:** Notice given hereunder shall be deemed served when in writing and personally delivered to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered mail to the address set forth in this Agreement.
- S. **DELAYS:** Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above. This proposal shall be valid for a period of 60 days from the date indicated hereon.

McGill Smith Punshon, Inc.

CLIENT

By: Randal G. Merrill, AIA

By: Jeff Wright



Title: Executive Vice President

Title: Administrator

Date: July 30, 2026

Date: _____

Hourly Rate Schedule

Principal	\$200-\$300.00/hour
Project Manager.....	\$100-\$230.00/hour
Registered Engineer	\$125-\$300.00/hour
Registered Architect.....	\$125-\$300.00/hour
Registered Landscape Architect/Planner	\$115-\$300.00/hour
Professional Surveyor.....	\$125-\$300.00/hour
Interior Designer.....	\$125-\$250.00/hour
Designer/Job Captain	\$100-\$200/hour
CADD Operator/Technician	\$65-\$150.00/hour

Surveying (Monday through Friday) 8 Hours*

2 Man Crew.....	\$220.00/hour
1 Man Crew	\$130.00/hour

*A minimum 2 hours will be charged per trip (Monday through Friday)

*A minimum of 4 hours will be charged per trip (Saturday and Sunday)

Travel \$0.74/mile

Sub-consultants will be invoiced at 1.2 times MSP cost.

Reimbursable expenses such as postage, plots, prints, fees paid, travel expenses, long distance phone calls, e-mail, disk transfers and deliveries will be invoiced at 1.1 times MSP cost.

All invoices are due and payable upon receipt. Interest will be charged after 30 days at one and one quarter percent (1-1/4%) per month.

Effective Date: January 1, 2026

PROFESSIONAL SERVICES WORK ORDER

Hamilton Township
7780 South State route 48
Hamilton Township, Ohio 45039

Fire Station 77 New Fire Station and Renovation of Existing Facility Feasibility Study

MSP Project No. 26503.02

THIS AGREEMENT made this 30th day of June 2026 by and between McGill Smith Punshon, Inc., 3700 Park 42 Dr. Suite 190B, Cincinnati, Ohio 45241-2097 (MSP) and Hamilton Township, 7780 South St. Rt. 48, Hamilton Township 45039 (CLIENT) as follows:

I. PROJECT DESCRIPTION

- A. Hamilton Township is requesting a Feasibility Study a New Fire Station 77 and Renovation of Existing Facility will include the following:
 - 1. Fire Station No. 77 New Station
 - a) Provide a New Fire Station similar to the 8,362 s.f. Fire Station 19 in Goshen Township.
 - b) Review the existing facility to determine an adaptive reuse for the building and identify potential renovation needs to upgrade it appropriately for it's intended new use.
 - c) Provide concept site layout options for placement of the new fire station 77 and all associated site components required.
- B. The feasibility study should include the following:
 - 1. Programming
 - 2. Review existing facility for potential repairs that may be needed
 - 3. Concept designs including appropriate graphic illustrations
 - 4. Opinion of Probable Construction Costs
 - 5. Potential Phasing and Logistics plans.
 - 6. A final report will be provided for presentation to the Township Trustees by the end of September 2026.

II. SCOPE OF SERVICES

- A. **Program of Requirements:**
 - 1. MSP shall meet with the appropriate Fire Department and Administration Leaders to gather information about the project that will include verification of the existing physical components of the existing facility & potential uses that may be appropriate for the existing facility. Gather information to create a project schedule and project budget. MSP shall prepared written report of the Program of Requirements (P.O.R.) and present to the Client for their review and comment. If needed, MSP shall make appropriate adjustments and present to the Client for review and approval.
- B. **Concept Design Phase:**
 - 1. **Concept Design:** From the Client approved POR and available site data (Survey data provided by the Client or GIS data) MSP shall prepare Concept Design documents that will include the following:

- a) Site Layout Plan Showing placement of the new Fire Station and any site improvements that may be needed.
 - b) Floor Plans of the New Fire Station and of the reuse of the existing facility.
 - c) Floor plans, elevations and building section of the new Fire Station.
 - d) Floor Plans of the potential renovations of the existing facility.
 - e) MEP Narratives defining the adjustments and additional equipment needs for the proposed expansion and renovations.
 - f) Graphic illustrations including color 3D Renderings and Elevations.
2. **Opinion of Probable Construction Costs (O.P.C.C.):** Based upon the Concept Design documents, MSP shall prepare an Opinion of Probable Construction Costs for both the new Fire Station and site improvements as well as the renovations of the existing facility.
 3. **Logistics/Phasing Plan:** MSP shall prepare and logistics and phasing diagram for the construction of the New Fire Station, the proposed site improvements and the renovation of the existing facility. This will include start and completion durations for each project. We will work with the Fire Department and Administration to prepare a plan that will allow the construction operations to occur while maintaining operations of the existing facility.
 4. MSP shall meet with the Client to review the Concept Design Documents, the O.P.C.C. for each project and the Logistics/Phasing Diagram data. From Client's comments, MSP shall make appropriate adjustments and submit adjusted Concept Design Documents and O.P.C.C to the Client for review and approval.

III. COMPENSATION

- A. MSP shall invoice CLIENT monthly for the amounts due for professional services rendered and expenses incurred. CLIENT shall pay MSP the full amount due within thirty (30) days of receipt of invoice. All past due amounts shall bear interest at the rate of one and one-quarter percent (1-1/4%) per month compounded monthly. All amounts due MSP shall be paid whether or not CLIENT makes use of the professional services rendered by MSP.
- B. In addition to the compensation for professional services as provided in this Agreement, MSP shall be reimbursable expenses such as mileage, printing, postage etc, according to the attached Hourly Rate Schedule. Reimbursable Expense Allowance provided below is approximate. Should actual Reimbursable Expense approach this limit MSP will notify the CLIENT.
- C. If additional work is requested, above and beyond the scope of work outlined above, compensation for such work shall be paid on a time and material basis in accord with the attached Hourly Rate Schedule, or as a lump sum as agreed upon prior to commencing additional services. No additional services will be undertaken without prior approval by the CLIENT of both scope and fee.
- D. For services described herein, compensation is broken down into each project. Some of these projects may occur concurrently or as the Township may select individually. The fees for each project are as follows:

E.

1. Police Station Renovations		
a)	Program of Requirements:	\$ 1,500
b)	Concept Design Documents:	\$ 8,500
c)	O.P.C.C.:	\$ 4,500
d)	<u>Logistic Phasing Plan</u>	<u>\$ 1,500</u>
	Total	\$ 16,000
2.	Reimbursable Expenses (Allowance)	\$ 100

IV. CLIENT'S RESPONSIBILITIES

- A. Provide information and drawings of existing buildings and sites as are available.

V. ESTIMATED SERVICE SCHEDULE

- A. It is anticipated that the overall project will take approximately 6 to 8 weeks to complete from authorization to proceed.

VI. EXCLUSIONS

- A. Geotechnical or Environmental Engineering Services.

VII. GENERAL TERMS AND CONDITIONS:

- A. **BINDING AND ASSIGNMENT:** The CLIENT and MSP, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither CLIENT nor MSP shall assign this Agreement without the written consent of the other.
- B. **FEE:** The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service outlined herein. Where the fee arrangement is to be on an hourly basis, the rates shall be on attached fee schedule. Reimbursable expenses will be invoiced at 1.1 times MSP cost. Any change in scope will be discussed prior to additional services being rendered.
- C. **BILLINGS/PAYMENTS:** Invoices for services and reimbursable expenses shall be submitted, at MSP's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. MSP shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and MSP shall have no liability for any resultant delays or damages incurred by CLIENT as a result of such suspension/termination. Retainers shall be credited on the final invoice. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees.
- D. **STANDARD OF CARE:** In providing services under this agreement, MSP will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. MSP will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of MSP's part of the Project. Regardless of any other term or condition of this Agreement, MSP makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.
- E. **CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither CLIENT nor MSP shall be liable to the other for any incidental indirect or consequential damages arising out of and/or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.
- F. **INDEMNIFICATIONS:** MSP agrees, subject to Risk Allocation below, to indemnify CLIENT for damages arising from its own negligent acts, errors or omissions.
- G. **RISK ALLOCATION:** In recognition of the relative risks and benefits of the Project to both CLIENT and MSP, CLIENT agrees, to the fullest extent permitted by law, to limit MSP's total liability to CLIENT or anyone making claims through CLIENT, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000.00 or the amount of MSP's fee, whichever is greater.
- H. **TERMINATION OF SERVICES:** This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of

termination, CLIENT shall pay MSP for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

- I. **OWNERSHIP OF DOCUMENTS:** All documents produced by MSP under this agreement, including electronic files, shall remain the property of MSP and may not be used by this CLIENT for any other purpose without written consent of MSP. Any such use or reuse shall be at the sole risk of CLIENT who shall defend, indemnify and hold MSP and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to MSP and its subconsultants.
- J. **DEFECTS IN SERVICE:** CLIENT shall promptly report to MSP any defects or suspected defects in MSP's services. CLIENT further agrees to impose a similar notification requirement on all contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by CLIENT and CLIENT'S contractors or subcontractors to notify MSP shall relieve MSP of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.
- K. **DISPUTE RESOLUTION:** Any claim or dispute between CLIENT and MSP shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) or mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.
- L. **RELATIONSHIP OF PARTIES:** All services provided by MSP are for the sole use and benefit of CLIENT. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or MSP.
- M. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement be found to be illegal or unenforceable, such portion shall be deleted and the balance shall remain in effect.
- N. **APPLICABLE LAW:** The law applicable to this Agreement is the state of the Project location.
- O. **HAZARDOUS MATERIAL:** MSP shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. CLIENT waives any claim against MSP and agrees to indemnify, defend and hold MSP harmless from any claim or liability for injury or loss arising from encountering unanticipated hazardous materials. Hazardous materials include any materials that are known or suspected to jeopardize human health or safety, through exposure of any kind. Such materials shall include but not be limited to those listed in various federal, state and local laws and regulations.
- P. **INVALIDITY:** If any provision of this Agreement is held invalid by a court of competent jurisdiction, it shall be considered deleted from the Agreement, but such invalidity shall not affect other provisions that can be given effect without the invalid provisions.
- Q. **ELECTRONIC DOCUMENTS:** Should the CLIENT's consultants or sub-contractors require electronic versions of the base files (CAD format), MSP shall provide files only upon receipt of signed electronic data transfer form.
- R. **NOTICE:** Notice given hereunder shall be deemed served when in writing and personally delivered to an officer or other duly appointed representative of the party to whom the notice is directed, or if sent by registered mail to the address set forth in this Agreement.
- S. **DELAYS:** Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

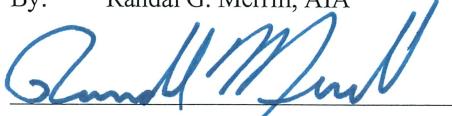
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above. This proposal shall be valid for a period of 60 days from the date indicated hereon.

McGill Smith Punshon, Inc.

CLIENT

By: Randal G. Merrill, AIA

By: Jeff Wright



Title: Executive Vice President

Title: Administrator

Date: July 30, 2026

Date: _____

Hourly Rate Schedule

Principal	\$200-\$300.00/hour
Project Manager.....	\$100-\$230.00/hour
Registered Engineer	\$125-\$300.00/hour
Registered Architect.....	\$125-\$300.00/hour
Registered Landscape Architect/Planner	\$115-\$300.00/hour
Professional Surveyor.....	\$125-\$300.00/hour
Interior Designer.....	\$125-\$250.00/hour
Designer/Job Captain	\$100-\$200/hour
CADD Operator/Technician	\$65-\$150.00/hour

Surveying (Monday through Friday) 8 Hours*

2 Man Crew.....	\$220.00/hour
1 Man Crew	\$130.00/hour

*A minimum 2 hours will be charged per trip (Monday through Friday)

*A minimum of 4 hours will be charged per trip (Saturday and Sunday)

Travel \$0.74/mile

Sub-consultants will be invoiced at 1.2 times MSP cost.

Reimbursable expenses such as postage, plots, prints, fees paid, travel expenses, long distance phone calls, e-mail, disk transfers and deliveries will be invoiced at 1.1 times MSP cost.

All invoices are due and payable upon receipt. Interest will be charged after 30 days at one and one quarter percent (1-1/4%) per month.

Effective Date: January 1, 2026



Office of Human Resources
08/05/2026 Trustee Meeting

The following motion(s) is/are requested to the Board of Hamilton Township Trustees from the Human Resources Manager:

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

- a. Accept the resignation without proper notice of Firefighter Andrew Robison effective July 18, 2026.

2. Motion to accept the resignation of Zoning Commission board member Eric Reiners, effective April 15, 2026.

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

Mr. Blow is the Alternate to the Zoning Commission, and he would fill the unexpired board position with the resignation of Mr. Reiners.

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

Mr. Mitchell would fill the unexpired alternate position vacancy from Steve Blow. Mr. Blow has been recommended to fill the board vacancy on the Zoning Commission.