



## HAMILTON TOWNSHIP

### HAMILTON TOWNSHIP ADMINISTRATION

Mark Sousa – *Board Chair*

Joseph Rozzi – *Vice Chair*

Darryl Cordrey – *Trustee*

Kurt Weber – *Fiscal Officer*

7780 South State Route 48

Maineville, Ohio 45039

Phone: (513) 683-8520

#### Township Administrator

Steve Pegram

(513) 239-2372

#### Police Department

Scott Hughes – Police Chief

Phone: (513) 683-0538

#### Fire and Emergency Services

Jason Jewett – Fire Chief

7684 South State Route 48

Maineville, Ohio 45039

Phone: (513) 683-1622

#### Public Works

Don Pelfrey – Director

Phone: (513) 683-5320

#### Assist. Fiscal Officer

Ellen Horman

Phone: (513) 239-2377

#### Human Resources

Cheryl Allgeyer

Phone: (513) 239-2384

#### Zoning Administrator

Cathy Walton

Phone: (513) 683-8520

#### Parks and Recreation

Nicole Earley

(513) 683-5360

## TRUSTEE MEETING AGENDA 07/05/2023

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 June 21st Board of Trustees regular meeting.
- Bills before the Board

### Public Comments

### Public Hearing – July Tax Budget for FY 2024

### New Business

- Resolution – 23-0607A July Tax Budget
- Resolution – 23-0705B Disposal of Surplus Vehicles
- Resolution – 23-0705C Speed Limit on Baxter Road
- Resolution – 23-0705D Accepting Certain Roads
- Resolution – 23-0705E Striker Road Site Plan
- Resolution – 23-0705F Advance to Lighting District
- Motion – Contract for Geotechnical Services (Kroger TIF)
- Motion – Contract with EVR
- Motion – AFG Grant for EMS Training
- Motion – Duke Easement Extension

### Human Resources

- Motion Police Recruit Position and Job Description
- Motion Amend the roster of Hamilton Township

### Fiscal Officer's Report

### Trustee Comments

### Administrator's Report

### Adjournment

The agenda is to give an idea of the various discussions before the Board. The time and order of Agenda items is subject to change in order to maintain efficiency and timeliness of the meetings.

Citizens may address the Board under the Public Comment section of the agenda.

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

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



**Office of Township Administrator**  
**07/05/23 Trustee Meeting**

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

**MOTION TO APPROVE RESOLUTION 23-0705A ADOPTING THE ANNUAL TAX BUDGET**

The Board of Trustees and staff review the Tax budget in June and held a public hearing tonight on the proposed July Tax Budget for Fiscal Year 2024.

A more detailed review of 2023 spending and proposed 2024 revenue and expense will be presented to the Board of Trustees in late fall before we adopt the actual 2024 Budget.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on July 5, 2023, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee Chair  
Joe Rozzi – Trustee,  
Darryl Cordrey - Trustee

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

**HAMILTON TOWNSHIP, WARREN COUNTY, OHIO  
RESOLUTION NUMBER 23-0705A**

**A RESOLUTION ADOPTING THE ANNUAL TAX BUDGET**

**WHEREAS**, the Fiscal Officer of Hamilton Township has recommended a budget for the year 2024; and

**WHEREAS**, the Board of Township Trustees of Hamilton Township is desirous of adopting the Annual Tax Budget proposed by the Fiscal Officer providing for receipts and expenditures during 2024;

**NOW, THEREFORE**, the Board of Township Trustees of Hamilton Township, Warren County, Ohio hereby resolves:

- SECTION 1.** That the Board of Trustees hereby adopt the Annual Tax Budget which is attached hereto as Exhibit A; and
- SECTION 2.** This Board hereby determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations related to the action herein were conducted in meetings open to the public pursuant to law.
- SECTION 3.** This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the Township, and therefor this Resolution shall be in full force and effect immediately upon its adoption without further public reading. The reason for the emergency is to provide timely filing of the 2024 Budget.

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

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

Resolution adopted this 5<sup>th</sup> day of July, 2022.

Attest:

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

Approved as to form:

\_\_\_\_\_  
Brodi Conover, *Asst. Law Director*

I, Kurt E. Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on July 5, 2023.

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

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

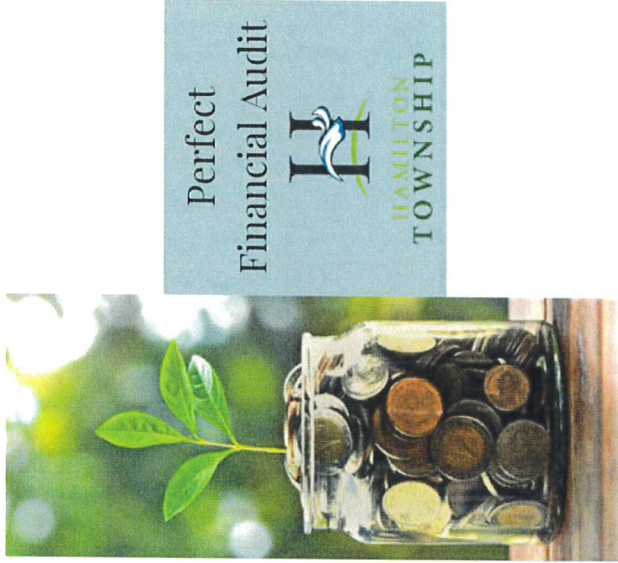




**HAMILTON**  
**TOWNSHIP**

July 2023 Tax Budget for  
FISCAL YEAR 2024 BUDGET

# Budget 2024



## TOTAL FY 2024 EXPENSES:

<b>2023 Unencumbered:</b>	<b>\$12,717,888.66</b>
<b>2024 Total Revenue:</b>	<b>\$14,281,161.62</b>
<b>2024 Total Expenses:</b>	<b>\$16,503,105.81</b>
<ul style="list-style-type: none"><li>• 1 Million+ in Paving</li><li>• 1 Million+ Mounts Park</li><li>• 477K in Other Capital Projects</li></ul>	
<b>2024 Unencumbered:</b>	<b>\$10,495,944.47</b>

## Budget 2024



## General Fund 1000

2023 Unencumbered: \$1,696,553.73

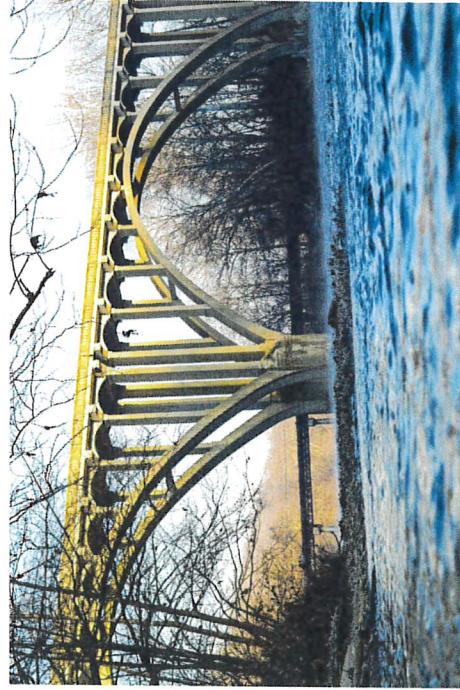
2024 Revenue: \$1,929,013.55

2024 Expenses: \$2,180,487.30

- Mortgage \$54,600

2024 Unencumbered: \$1,390,479.98

## Budget 2024



## Motor Vehicle License Fund 2011

2023 Unencumbered:	\$330,733.58
2024 Revenue:	\$107,700.00
2024 Expenses:	\$99,000.00
2024 Unencumbered:	\$339,433.58

Budget 2024



Gas Tax Fund 2021

2023 Unencumbered:	\$816,505.87
2024 Revenue:	\$441,440.00
2024 Expenses:	\$380,530.00
2024 Unencumbered:	\$877,415.87



Budget 2024



Road and Bridge Fund 2031

2023 Unencumbered:	\$1,648,978.19
2024 Revenue:	\$1,360,728.86
2024 Expenses:	\$1,356,031.79
2024 Unencumbered:	\$1,653,675.26

## Budget 2024



## Permissive Motor Vehicle License Fund 2231

2023 Unencumbered: \$384,851.23

2024 Revenue: \$240,800.00

2024 Expenses: \$215,900.00

❖ \$17,500 of Capital

2024 Unencumbered: \$409,751.23

## Budget 2024



## Road Levy Fund 2907

2023 Unencumbered:     \$105,785.92

**2024 Revenue:             \$960,727.62**

**2024 Expenses:           \$1,066,000.00**

❖ *100% Paving/Infrastructure*

2024 Unencumbered:     \$513.54



## Budget 2024



## Cemetery Fund 2041

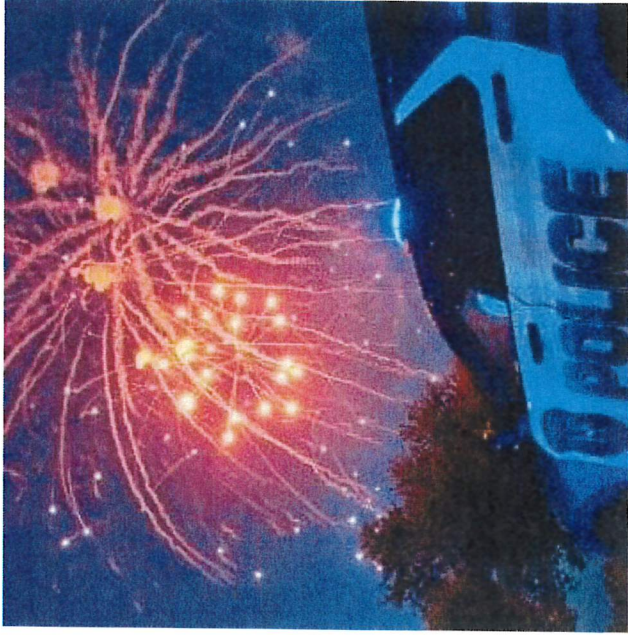
2023 Unencumbered: \$84,237.80

2024 Revenue: \$48,000.00

2024 Expenses: \$68,000.00

2024 Unencumbered: \$64,237.80

## Budget 2024



## Police District Fund 2081

2023 Unencumbered:	\$3,229,236.11
<b>2024 Revenue:</b>	<b>\$4,009,698.62</b>
<b>2024 Expenses:</b>	<b>\$4,451,607.40</b>
• Mortgage 54,800	
2024 Unencumbered:	\$2,732,527.33

Budget 2024

Drug Law Enforcement Fund 2221

2023 Unencumbered:	\$13,108.35
2024 Revenue:	\$0.00
2024 Expenses:	\$10,000.00
2024 Unencumbered:	\$3,108.35



# Budget 2024



## Law Enforcement Trust Fund 2261

2023 Unencumbered: \$4,434.39

2024 Revenue: \$0.00

2024 Expenses: \$0.00

2024 Unencumbered: \$4,434.39



## Budget 2024



## Fire and EMS Levy Fund 2283

2023 Unencumbered: \$2,881,690.08

2024 Revenue: \$4,112,067.95

2024 Expenses: \$4,241,302.00

❖ \$182,520 Mortgage

2024 Unencumbered: \$2,569,936.03

## Budget 2024



## EMS Billing Levy Fund 2284

2023 Unencumbered:	\$351,494.66
2024 Revenue:	\$633,200.00
2024 Expenses:	\$600,900.18
2024 Unencumbered:	\$383,794.48

# Budget 2024

## Station 76 Building Fund 4902

2023 Unencumbered: \$0.00

2024 Revenue: \$182,500.00

2024 Expenses: \$182,500.00

❖ *Transfer from FD*

2024 Unencumbered: \$0.00



## Budget 2024

### Lighting District Fund 2401



2023 Unencumbered: \$12,720.95

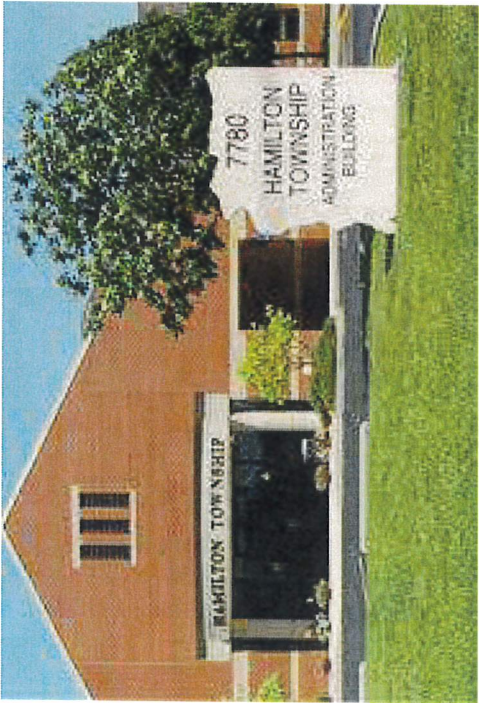
**2024 Revenue: \$437,785.02**

**2024 Expenses: \$437,785.02**

2024 Unencumbered: \$12,720.95



Budget 2024



Township Building Fund 3101

2023 Unencumbered:	\$0.00
20243 Revenue:	\$109,400.00
2024 Expenses:	\$109,400.00
❖ <i>Transfer from PD</i>	
❖ <i>Transfer from GF</i>	
2024 Unencumbered:	\$0.00

# Budget 2024



## ARPA Fund 2273

2023 Unencumbered: \$1,103,662.12

2024 Revenue: \$0.00

2024 Expenses: \$1,103,662.12

❖Mounts Park EPA

2024 Unencumbered: \$0.00

Budget 2024

**ONE OHIO Fund 2909** (Opioid Settlement)

2023 Unencumbered:	\$3,895.68
2024 Revenue:	\$0.00
2024 Expenses:	\$0.00
2024 Unencumbered:	\$3,895.68

## Budget 2024



## Kroger TIF Fund 2910

2023 Unencumbered:	\$50,000
<b>2024 Revenue:</b>	<b>\$0.00</b>
<b>2024 Expenses:</b>	<b>\$0.00</b>
2024 Unencumbered:	\$50,0000

*\* Will change dramatically before the end of 2023.*

## Budget 2024

### RECAP

**2023 Unencumbered: \$12,717,888.66**  
**2024 Total Revenue: \$14,281,161.62**  
**2024 Total Expenses: \$16,393,725.81**  
**2024 Unencumbered: \$10,495,944.47**

- Based on 2024 100% spending.
- Request for approval of the July Tax Budget for FY 2024 as presented.





**Office of Chief of Police**  
**07/05/23 Trustee Meeting**

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

**MOTION TO APPROVE RESOLUTION 23-0705B - RESOLUTION AUTHORIZING PRIVATE SALE OF UNNEEDED AND UNFIT-FOR-USE PROPERTY IN THE POLICE DEPARTMENT**

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

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on July 5, 2023, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

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

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 23-0705B**

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

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

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

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Vin:</b>
<b>2003</b>	<b>Chevrolet</b>	<b>Impala</b>	<b>2G1WH55K839235484</b>
<b>1995</b>	<b>Ford</b>	<b>Ranger</b>	<b>1FTCR14AXSPA64990</b>
<b>2000</b>	<b>GMC</b>	<b>Jimmy</b>	<b>1GKDT13W3Y2139722</b>
<b>2004</b>	<b>Ford</b>	<b>F-150</b>	<b>2FTRX18W44CA11485</b>
<b>1985</b>	<b>Mercury</b>	<b>Grand Marquis</b>	<b>2MEBP95F1FX704917</b>
<b>2007</b>	<b>Honda</b>	<b>Accord</b>	<b>1HGCM66457A098544</b>
<b>2011</b>	<b>Chevrolet</b>	<b>Malibu</b>	<b>1G1ZE5E19BF386353</b>

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

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

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

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



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

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

Resolution adopted this 5<sup>th</sup> day of July 2023.

Attest:

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

Approved as to form:

\_\_\_\_\_  
Brodi Conover, Asst. Law Director

I, Kurt Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on July 5th, 2023

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

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





**Office of Township Administrator**  
**07/05/23 Trustee Meeting**

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

**MOTION TO APPROVE RESOLUTION 23-0705C RECOMMENDING A SPEED LIMIT CHANGE ON BAXTER ROAD FROM 35 MPH TO 30 MPH**

The township has received frequent complaints of speeding on Baxter Road. Baxter was originally a rural residential township road. In the mid 2000's a subdivision was built to sub-division standards at the end of Baxter Road extending the road into what was previously farmland. At that time the posted speed limit of 25MPH was not changed even though many sub-divisions have a speed limit of 25 MPH.

Public Works Director Pelfrey requested a speed study analysis be done of Baxter Road and based on the daily traffic and condition/width of the road the speed study recommend the speed limit be reduced to 30MPH.

This resolution is requesting the speed limit for Baxter Road be reduced from 35 to 30 MPH. Once approved by ODOT our Public Works staff will change the speed signs on Baxter Road.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on July 5, 2023, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey - Trustee  
Joseph P. Rozzi – Trustee  
Mark Sousa - Trustee

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 23-0705C**

**A RESOLUTION REQUESTING THE POSTED SPEED LIMIT FOR BAXTER ROAD  
IN HAMILTON TOWNSHIP BE REDUCED FROM 35 MPH TO 30 MPH DISPENSING  
WITH THE SECOND READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Hamilton Township has received frequent complaints about the speed limit on Baxter Road, and therefore the Public Works Department requested a speed study be conducted which did result in a recommendation that a speed limit of 30 MPH for Baxter Road is warranted as shown on the attached Exhibit A.

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

**SECTION 1.** Hamilton Township request the Ohio Department of Transportation approve the reduction of the speed limit on Baxter Road from 35 to 30 MPH.

**SECTION 2.** The Trustees of Hamilton Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

**SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Hamilton Township. The reason for the emergency is to provide for the immediate establishment of a safe speed limit.

**SECTION 5.** This Resolution shall take effect on the earliest date allowed by law.

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

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

Resolution adopted this 5<sup>th</sup> day of July 2023.

Attest:

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

Approved as to form:

\_\_\_\_\_  
Brodi Conover, *Asst. Law Director*

I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on July 5, 2023.

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

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



# Ohio Department of Transportation

## SPEED ZONE EVALUATION SHEET

For Highways with an ADT of 400 or less; or Roadway Width of 16' or less



TEM FORM 1296-1

**\*COMPLETE ALL GREEN SHADED AREAS\***

ROUTE NAME:	Baxter Rd	ROUTE NUMBER:	TR-146
BEGIN STUDY AT:	Cul-De-Sac	COUNTY:	Warren
BEGIN LOGPOINT:	0.00	TOWNSHIP / MUNICIPALITY:	Hamilton Township
END STUDY AT:	S.R.48	JURISDICTION:	
END LOGPOINT:	0.51	EXISTING SPEED LIMIT (MPH):	35
LENGTH (MILE):	0.51	AVERAGE DAILY TRAFFIC (ADT):	147

REFER TO THE TRAFFIC ENGINEERING MANUAL SECTION 1203 FOR ADDITIONAL GUIDANCE

No. of Houses or Farms	22	Must have direct access to the roadway being studied.
No. of Businesses	0	
No. of Intersections	0	Do not include intersections at the beginning or end of the section
Road Width (Round down to nearest foot)	12	General width of traveled way throughout the section.
Shoulder Width (Round down to nearest foot)	0	General shoulder width throughout the section.
Presence of Vulnerable Road Users	Not High	Pedestrians / Bicyclists / Amish Buggies / etc..
Roadway Characteristics	C	CATEGORIES: C B3 B2 B1 A3 A2 A1

To View Calculation Sheet or Examples of Roadway Characteristics and Crashes to Include, use Buttons Below.

CALCULATION SHEET

ROADWAY CHARACTERISTICS

CRASHES TO INCLUDE

CALCULATED SPEED: 30 MPH

REQUESTED SPEED: 25 MPH

### ADDITIONAL CONSIDERATIONS AND COMMENTS

STUDY BY: Michael Ryan

DATE: June 12, 2023

**\*INCLUDE THE RELATED RESOLUTION(S) WHEN SUBMITTING THIS FORM\***

### BELOW FOR ODOT USE ONLY

CHECKED BY:

TEST RUN: MPH

APPROVED SPEED: MPH

# USLIMITS2 Speed Zoning Report

## Project Overview

**Project Name:** Baxter Rd

**Analyst:** Michael

**Date:** 2023-06-12

### Basic Project Information

Route Name: Baxter Rd  
State: Ohio  
County: Warren County  
City: Loveland city  
Route Type: Road Section in Undeveloped Area  
Route Status: Existing

### Roadway Information

Section Length: .513 mile(s)  
Statutory Speed Limit: 35 mph  
Existing Speed Limit: 35 mph  
Adverse Alignment: Yes  
Divided/Undivided: Undivided  
Number of Lanes: 2  
Roadside Hazard Rating: 5  
Transition Zone: No

### Crash Data Information

Crash Data Years: 6.00  
Crash AADT: 147 veh/day  
Total Number of Crashes: 1  
Total Number of Injury Crashes: 0  
Section Crash Rate: 606 per 100 MVM  
Section Injury Crash Rate: 0 per 100 MVM  
Crash Rate Average for Similar Roads: 118  
Injury Rate Average for Similar Roads: 44

### Traffic Information

85th Percentile Speed: 32 mph  
50th Percentile Speed: 27 mph  
AADT: 147 veh/day

### Recommended Speed Limit:



**Note:** Sections with adverse alignments may need specific 'advisory speed warnings' which may be different from the general speed limit for the section. See Procedures for Setting Advisory Speeds on Curves, Publication No. FHWA-SA-11-22, June 2011, for more guidance.

**Note:** The section crash rate of 606 per 100 MVM is more than 30 percent above the average for similar roads (118) but below the critical rate (860). A comprehensive crash study should be undertaken to identify engineering and traffic control deficiencies and appropriate corrective actions. The speed limit should only be reduced as a last measure after all other treatments have either been tried or ruled out.

**Disclaimer:** The U.S. Government assumes no liability for the use of the information contained in this report. This report does not constitute a standard, specification, or regulation.

## Equations Used in the Crash Data Calculations

### Exposure (M)

$$M = (\text{Section AADT} * 365 * \text{Section Length} * \text{Duration of Crash Data}) / (100000000)$$
$$M = (147 * 365 * .513 * 6.00) / (100000000)$$
$$M = 0.0017$$

### Crash Rate (Rc)

$$Rc = (\text{Section Crash Average} * 100000000) / (\text{Section AADT} * 365 * \text{Section Length})$$
$$Rc = (0.17 * 100000000) / (147 * 365 * .513)$$
$$Rc = 605.51 \text{ crashes per 100 MVM}$$

### Injury Rate (Ri)

$$Ri = (\text{Section Injury Crash Average} * 100000000) / (\text{Section AADT} * 365 * \text{Section Length})$$
$$Ri = (0.00 * 100000000) / (147 * 365 * .513)$$
$$Ri = 0.00 \text{ injuries per 100 MVM}$$

### Critical Crash Rate (Cc)

$$Cc = \text{Crash Average of Similar Sections} + 1.645 * (\text{Crash Average of Similar Sections} / \text{Exposure})^{(1/2)} + (1 / (2 * \text{Exposure}))$$

$$C_c = 117.88 + 1.645 * (117.88 / 0.0017)^{(1/2)} + (1 / (2 * 0.0017))$$

$C_c = 860.13$  crashes per 100 MVM

*Critical Injury Rate ( $I_c$ )*

$I_c =$  Injury Crash Average of Similar Sections +  $1.645 * (\text{Injury Crash Average of Similar Sections} / \text{Exposure})^{(1/2)} + (1 / (2 * \text{Exposure}))$

$$I_c = 43.99 + 1.645 * (43.99 / 0.0017)^{(1/2)} + (1 / (2 * 0.0017))$$

$I_c = 615.23$  injuries per 100 MVM





**Office of Township Administrator**  
**07/05/23 Trustee Meeting**

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The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the Public Works Director in concurrence with the Township Administrator

**MOTION TO APPROVE RESOLUTION 23-0705D ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON PHASE ONE, IN THE CRANE MEADOW SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE SECOND READING AND DECLARING AN EMERGENCY**

Crane Meadows Phase One has been inspected by the County and Township and we are requesting the street be dedicated for township maintenance as well as the speed limit to be set at 25-MPH.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on July 5, 2023, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey - Trustee  
Joseph P. Rozzi – Trustee  
Mark Sousa - Trustee

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 23-0705D**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND  
SETTING SPEED LIMITS ON PHASE ONE, IN THE CRANE MEADOW  
SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE SECOND  
READING AND DECLARING AN EMERGENCY**

**WHEREAS**, Warren County Commissioners have accepted the following streets in the Crane Meadows subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Phase One shown on the attached Exhibit A.

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

**SECTION 1.** Hamilton Township accepts Phase One as shown on the attached Exhibit A of the Crane Meadows subdivision for maintenance.

**SECTION 2.** The speed limit in Phase One of the Crane Meadows subdivision, Hamilton Township is hereby established at twenty-five (25) miles per hour.

**SECTION 3.** The Trustees of Hamilton Township, upon majority vote, do hereby dispense with the requirement that this Resolution be read on two separate days, and hereby authorize the adoption of this Resolution upon its first reading.

**SECTION 4.** This Resolution is hereby declared an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of Hamilton Township. The reason for the emergency is to provide for the immediate establishment of a safe speed limit.

**SECTION 5.** This Resolution shall take effect on the earliest date allowed by law.



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

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

Resolution adopted this 5<sup>th</sup> day of July 2023.

Attest:

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

Approved as to form:

\_\_\_\_\_  
Brodi Conover, *Asst. Law Director*

I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on July 5, 2023.

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

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

[illegible]

DESIGNED AND ACKNOWLEDGED IN  
THE PRESENCE OF

MOU. A - S, V.R.  
MARK HILDEBRANT

## STATE OF OHIO } ss.

USE IT BE REQUESTED THAT ON THIS 12<sup>th</sup> DAY OF September 2006 BEFORE ME  
I HAVE PERSONALLY KNOWN AND UNDERSTOOD A NOTARY PUBLIC IN SAID STATE AND COUNTY,  
WILLIAM R. HALL, RUN LAND DEVELOPMENT, INC. AN SAID CORPORATION, BY MARK HELDERBART, ITS  
PRESIDENT, WHO ACKNOWLEDGED THE SIGNING AND EXECUTION OF THE FOREGOING PLAT  
TO BE THEIR VOLUNTARY ACT AND DEED.

*Deborah D. Waller*  
NOTARY PUBLIC, STATE OF OHIO  
*March 22 2009*  
MY COMMISSION EXPIRES

**MORTGAGEE:**  
ACKNOWLEDGEMENT OF MORTGAGEE:  
SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:  
*James A. Miller*  
*The South Coast Corp.*  
*Wesley E. Jr.*

## STATE OF OHIO } ss.

COUNTY OF WARREN )  
 I, the DAY OF August, 2005, BEFORE ME  
 AND THE UNDERSEED, A NOTARY PUBLIC IN SAID STATE AND COUNTY, PERSONALLY CAME  
Jeffrey M. Schellberg  
 WHO ACKNOWLEDGED THE SINGING AND EXECUTION OF THE FOREGOING PLAT TO BE  
 HIS VOLUNTARY ACT AND DEED,  
 TESTIMONY WHEREOF, I HAVE SET MY HAND AND NOTARY SEAL ON THE DAY AND  
 DATE ABOVE WRITTEN.

DEVELOPER'S CORNER  
ALT RUN LAND DEVELOPMENT, INC.  
70 MARK HIDEAWAY  
393 HIDDEN PONDS

LOCATE IN MILITARY SURVEY NO. 3334, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO, AND  
 BEING 19,7132 ACRES OUT OF AN ORIGINAL 139.0 ACRE TRACT CONVERTED TO SALT RUN  
 AND DEVELOPMENT, INC. BY DEED RECORDED IN VOLUME 1660, PAGE 672 OF THE  
 OFFICIAL RECORDS OF WARREN COUNTY, OHIO.

[illegible]

## MAY 2005

**1. Primary Use Restriction.**  
No Lot shall be used except for private single family residential purposes. Detached garages shall be constructed in the same architectural style and with the same material as the main residence.

2. **Minimum Floor Area**  
The following shall be the minimums required enclosed livable areas, exclusive of garage, open porch and finished or unfinished basement areas:  
(a) Ranch style or one story dwellings shall have a minimum of 1500

(3) One and one-half story dwellings shall have a minimum of 2200 square feet of enclosed living area;

3. Building Setback:  
No structure shall be located or allowed to be placed in any area less setback requirements as shown on the Record Plat of "Hickman Estates No. 9, Harrison Township, Warren County, Ohio."

#### 4. Outtheldding

**6. Common Driveway Easement and Maintenance Agreement**  
The Developer reserves the right to dedicate those 1,000 in the Subdivision for

<sup>1</sup> Private Utility Tank  
All fuel and other private utility tanks shall be underground.

**Disposal of Trees.**  
No Lot shall be used or maintained as a dumping ground for rubbish or trash or as a storage area for inoperable vehicles or other unutilized objects. This restriction shall not apply to any Lot upon which a dwelling residence is being

**Fencing**  
Wood rail fences and plastic rail-type fences made with polyvinyl chloride may be erected on any lot. No fences shall extend beyond the setback line of the front of the structure. All fences must be constructed by the Owner.

**P. Nuisances**  
to noxious or offensive trade or activity shall be conducted on any Lot.

Lot may be used for and no Les Owner shall operate either a commercial breeding business or a business that boards animals for a fee. Common household pets, including reptiles, may be kept on my occupied Lot in the residential portion of the property. All Les owners who maintain household pets shall comply with the existing rules and regulations of Warren County, Ohio.

2. **Signature**  
to sign shall be displayed on any Lot or structure save and except signs  
overcoming Lot for sale or rent. This restriction does not apply to signs by the  
developer intended to market the Lots generally.

1. Outside Storage  
No trailer, commercial vehicle, camper trailer, camping vehicle, recreational vehicle or boat shall be parked or kept on any Lot 14 any time unless housed in a storage or treatment. No automobile which is inoperable shall be temporarily or permanently stored on any lot.

is a subdivision for a period in excess of five calendar months for the purpose of repair, maintenance, trailer, boat, truck or other vehicle shall be parked on any street in the city of San Francisco.

**Swimming Pools**  
A swimming pool may be constructed on any Lot unless approval is first obtained from the Warren County Combined Health District. No swimming pool may extend more than one (1) foot above the finished grade of any Lot.

**Satellite Dishes**  
Satellite dishes and television receiver instruments may not be attached to the rear of any structure and must be secured.

**Drainage:** **Drainage** for drainage and utilities are reserved as shown on the Record Plan of Subdivision. Estates No. 9, Lot areas designed for the natural flow of surface water shall be kept free from obstruction. No improvement of any kind shall be made which will interfere with access to utility easements.

**Enforcement:** In the event that a violation of these covenants and restrictions occurs, it is hereby declared that irreparable harm will result to the Owners and occupants of the property if the violation is not prevented and the violation is not corrected within a time specified in the declaration. Enforcement of these covenants and restrictions shall be by process of law and the court of competent jurisdiction shall be the proper forum for enforcement of these covenants and restrictions.

**Architectural and Plan Approval**  
 Building plans for any and all structures must first be reviewed and approved

...or to construction by the Developer or his appointee. Acceptable exterior siding materials include but are not limited to brick, stone, wood siding, masonry, or other siding material and stone or equal. A minimum roof pitch of 7/12 is required. Approval of plans will not be automatically withheld as long as the elevation is pleasing and an acceptable exterior siding composition is shown.

**Severability**  
If any provision of the Soffit or Roof Overlaying is held to be invalid, a minimum of 6 soffit or roof overlaying is to be installed. A minimum of 6 soffit or roof overlaying is required.

Covenants Run With Land  
 (outgoing Subdivisions Covenants and Restrictions shall run with the land)  
 may not be revoked, altered or amended for a period of twenty-five (25)

seven years commencing from the next calendar year which immediately follows the date of the recording of the Record Plat in the office of the Warren Recorder. Thereafter, these restrictions may be revoked, altered or extended in whole or in part by written instrument executed by seventy-five per cent (75%) of the then lot owners.

SHEET 2 OF 2

PREPARED BY:  
P.A. ROEDERBECK AND ASSOCIATES, INC.  
210 E. SILVER STREET  
LEBANON, OHIO 45036  
(513) 933-9925 FAX (513) 933-9150

SHEET 2 OF 2

72-10



**Office of Township Administrator**  
**07/05/23 Trustee Meeting**

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The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the Zoning Administrator in concurrence with the Township Administrator

**MOTION TO APPROVE RESOLUTION 23-0705E A SITE PLAN WITH CONDITIONS FOR APPROXIMATELY 1.929 ACRES OF REAL PROPERTY LOCATED AT 6177 STRICKER ROAD.**

On June 2, 2023, the Board of Trustees held a site plan review public hearing for a proposed banquet facility which is permitted use per the Hamilton Township Zoning Code for this location. The motion tonight is simply ratifying the Boards Motion on June 21<sup>st</sup> approving the site plan with conditions listed.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on July 5, 2023 at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa- Trustee, Board President  
Joe Rozzi - Trustee  
Darryl Cordrey - Trustee

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 23-0705E**

**RESOLUTION APPROVING A SITE PLAN WITH CONDITIONS FOR  
APPROXIMATELY 1.929 ACRES OF REAL PROPERTY LOCATED AT 6177  
STRIKER ROAD**

**WHEREAS**, SGC Properties, LLC (the "Owner") is the owner of approximately 1.929 acres of real property located at 6177 Striker Road, Maineville, Ohio 45039 and designated as Warren County Auditor's Parcel No. 16112000130 (the "Property");

**WHEREAS**, the Property is currently zoned Heavy Industry Zone (M-2);

**WHEREAS**, Mark Hildebrand (the "Applicant"), on behalf of the Owner, submitted an application (the "Application") to Hamilton Township for a site plan review of the Property to allow for construction of a 10,000 square foot commercial building;

**WHEREAS**, the Hamilton Township Zoning Code states that a banquet facility is a permitted use within the M-2 Zone;

**WHEREAS**, the Hamilton Township Board of Trustees held a public hearing on the Application on June 21, 2023, at which time the Trustees determined that the site plan complied with the Township's Zoning Code and voted to approve the Application, subject to certain conditions.

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

**SECTION 1.** The Board of Township Trustees of Hamilton Township finds that the Application presented at their June 21, 2023, public hearing for the SGC Properties, LLC site plan is a viable plan for the development of the M-2 Heavy Industry Zone provided certain conditions are met.

**SECTION 2.** The Board finds the SGC Properties, LLC site plan would be of benefit to the residents of Hamilton Township.

**SECTION 3.** The Board grants approval of the Application for site plan approval of the SGC Properties, LLC subject to the conditions as set forth on Exhibit A attached hereto as if fully rewritten herein.

**SECTION 4.** Any requirement that this resolution be read on two separate days is hereby waived and the resolution shall be approved upon one reading.

**SECTION 5.** This Resolution shall take effect on the earliest date allowed by law.

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

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

Resolution adopted this 5th day of July, 2023.

Attest:

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

Approved as to form:

\_\_\_\_\_  
Brodi Conover, *Assistant Law Director*

I, Kurt Weber Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on July 5, 2023.

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

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

## **EXHIBIT A**

The approval of the site plans is subject to the following conditions:

In accordance with the motion adopted June 21, 2023

**The Site Plan for SGC Properties, LLC to construct a commercial facility located at 6177 Striker Road, Maineville, OH 45039 with the following conditions:**

- 1) Compliance with all regulations in the *Hamilton Township Zoning Code*.**
- 2) Meet the requirements of all Warren County partner organizations.**





**Office of Township Administrator**  
**07/05/23 Trustee Meeting**

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The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the Assistant Fiscal Officer in concurrence with the Township Administrator

**MOTION TO APPROVE RESOLUTION 23-0705F AUTHORIZING AN ADVANCE  
FROM THE GENERAL FUND (1000) TO THE LIGHTING DISTRICT FUND (2401)**

Occasionally the revenue from the lighting district lags behind the invoices. This is the case for July and to pay the invoice we need to advance (loan) funds from the General Fund to the Lighting District in the amount of \$66,6500.00

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 pm on July 5, 2023, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, Chairperson  
Joseph Rozzi - Trustee  
Darryl Cordrey – Trustee

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 23-0705F**

**A RESOLUTION AUTHORIZING AN ADVANCE FROM THE GENERAL FUND (1000)  
TO THE LIGHTING DISTRICT FUND (2401)**

**WHEREAS,** The Board of Trustees of Hamilton Township, Warren County, Ohio has determined that it is necessary to advance funds from the General Fund to cover necessary expenses in the Lighting District Fund until the first payment is received from Warren County in 2023.

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

**SECTION 1.** The Fiscal Officer and Assistant Fiscal Officer are authorized to advance \$66,650.00 from the General Fund into the Lighting District Fund.

**SECTION 2.** This Board hereby determines that all formal actions of the Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations related to the action taken herein were conducted in meetings open to the public pursuant to law.

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

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

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

Resolution adopted this 5<sup>th</sup> day of July 2023.

Attest:

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

Approved as to form:

\_\_\_\_\_  
Brodi Conover, Asst. *Law Director*

I, Kurt E. Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on July 5, 2023.

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

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



**Office of Township Administrator**  
**07/05/23 Trustee Meeting**

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

**MOTION TO APPROVE A CONTRACT WITH ATLAS TECHNICAL CONSULTANTS LLC. FOR GEOTECHNICAL WORK RELATED TO THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE (KROGER TIF)**

Atlas Technical Consultants was the sole bidder for Geotechnical Services related to the Towne Center Blvd Road project funded by the Kroger TIF.

After being reviewed by the Warren County Engineers office and our legal Counsel we were advised that although we only received one bid the bid does meet all requirements and we are recommending approval.

Funding will come from the Kroger TIF and shall not exceed \$50,000.

## OWNER-CONSULTANT AGREEMENT

<b>Owner:</b>	<b>Hamilton Township Board of Trustees, Warren County, Ohio</b> 8373 Maineville Rd. Hamilton Township, Ohio 45039	<b>Consultant:</b>	<b>Atlas Technical Consultants, LLC</b> 2017 Springboro West Rd. Moraine, Ohio 45439
<b>Owner's Representative:</b>	David Mick, Assistant County Engineer	<b>Consultant's Representative:</b>	Doug Obringer, Project Manager
<b>Project:</b>	Grandin-Towne Center Expansion Project	<b>Scope:</b>	Geotechnical Inspection Services

The Consultant was selected by the Owner following the qualification-based selection process required by Ohio Revised Code Section 153.65, et seq. to provide professional design services to the Owner. The Owner reserves the right to add additional scope and services that are in accordance with the Request for Qualifications ("RFQ"), as further improvements are identified and funds are available.

Owner and Consultant hereby agree as set forth below:

### Article 1 — Consultant's Responsibilities

**§ 1.1. Scope of Work.** The Consultant shall provide on-site testing and observation of compaction practices for roadway construction at grade to up to 15-feet fill and undercut and stabilization practices. ("Consultant's Services" or "Scope of Work"). The purpose of the Scope of Work is to verify and confirm that the soil tested meets or exceeds the compaction and stabilization requirements of the Contract Documents for the Project. Consultant shall perform the Work identified in the Agreement under the direction of a duly licensed or qualified professional in accordance with applicable laws, regulations, and professional standards. The Owner and its agents may rely on the Consultant's deliverables, reports, and other work product. The Consultant will be compensated as provided in Section 3.1 herein. Should Consultant identify the need to add additional scope, the Consultant shall recommend such additions as Additional Services.

**§ 1.2. Additional Services/Modifications.** Notwithstanding anything to the contrary, Consultant must receive prior written authorization from the Owner for modifications to the Scope of Work, provision of any services beyond those provided in Section 1.1 (such "Additional Services"), changes to compensation, or any other modifications to this Agreement. The Consultant shall be compensated for Additional Services as provided in Section 3.2 herein.

### § 1.3. General.

**§ 1.3.1.** In providing services under this Agreement, subject to the Standard of Care, the Consultant shall comply with all federal, state, and local laws, regulations, and orders applicable to the Consultant's Services and shall prepare any drawings, specifications, documents or other instruments of service in conformity with all such statutes, regulations, ordinances, and orders, except to the extent that the Consultant has advised the Owner in writing of an ambiguity in any such statutes, regulations, ordinances,



and orders.

**§ 1.3.2.** Consultant warrants and represents that it and its sub-consultants, if any, presently have, and will at all times during the term of this Agreement maintain: (i) all skills, experience, knowledge, staffing and resources necessary to perform the services set forth herein, and (ii) all required licenses, accreditations, certifications and registrations necessary to perform the services set forth herein.

**§ 1.4. Consultant's Standard of Care.** The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals licensed to practice in the State of Ohio with professional experience in projects similar to the Project, in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with its Standard of Care and the orderly progress of the Project.

**§ 1.5. Insurance.** Consultant shall secure at its own expense and maintain through the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable worker's compensation statutes and to protect it from claims for bodily injury, death or property damage and Professional Liability as may arise from the performance of its services under this Agreement. Minimum coverages to be provided include the following:

Worker's Compensation and Employers' Liability Insurance, as required by Ohio law.

Commercial General Liability, including completed operations and contractual liability, in an amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Automotive Liability, covering all owned, non-owned, and hired automobiles used in connection with the Project, with minimum limit of \$1,000,000 for bodily injury (including death) and \$1,000,000 combined single limit.

Professional Liability Insurance for protection of claims arising out of the performance of any design and/or engineering services performed or furnished by Consultant for the Project for which the Consultant may become legally liable, in a minimum amount of \$1,000,000 per claim.

Consultant will, upon request, provide a certificate of such insurance coverage to the Owner or its authorized representative. The Costs of insurance required for the Project and provided by the Consultant are included in the Consultant's compensation provided in 3.1. The Owner shall be named as an additional insured on the commercial general and automobile liability policies to the extent of the liabilities assumed by Consultant under this Agreement. The Owner shall be given a minimum of thirty (30) days written notice by the provider (or the insured) of each insurance policy of any material change in coverage, including cancellation.

## **Article 2 — Owner's Responsibilities**

**§ 2.1.** The Owner shall establish and schedule the activities of appropriate designated persons and/or committees to work with the Consultant to provide any required input and information, and to review and comment on, in a timely fashion, documents prepared by the Consultant under this Agreement.

**§ 2.2.** The Owner shall furnish information requested by the Consultant (to the extent available), coordinate the Project activities of Owner personnel, establish Consultant meetings with Owner personnel, establish meetings and coordinate the activities of other consultants retained by the Owner (if any), and generally

assure that the Owner's responsibilities under this Agreement are realized.

**§ 2.3.** The Owner may at any time, by written notice to the Consultant, modify the scope of Work to be performed by the Consultant. Notwithstanding anything to the contrary herein, reimbursement and time for performance of the modified scope of Work shall be negotiated to the mutual satisfaction of the Consultant and Owner. The Consultant shall commence performance of the modified scope of Work upon receipt of written instructions provided by the Owner to the Consultant specifying (i) the modification(s) to the existing scope of Work, (ii) the agreed-to time schedule, and (iii) the agreed-to amount of the Consultant's compensation.

### **Article 3 — Consultant's Compensation**

**§ 3.1. Compensation for Consultant's Services.** The Consultant shall be compensated in a total amount not to exceed \$50,000.00, as set forth in **Exhibit A**.

**§ 3.2. Compensation for Additional Services.** Any Additional Services authorized by the Owner in accordance with this Agreement or Owner authorized compensation for services provided by the Consultant in excess of the not to exceed amount stated in Paragraph 3.1 shall be performed as otherwise agreed by the parties in writing. Additional Services shall be compensated on the basis of hourly billing rates set forth in **Exhibit A**, unless a lump sum amount is mutually agreed upon between the Owner and Consultant.

### **§ 3.3. Compensation for Reimbursable Expenses.**

**§ 3.3.1.** Out of pocket expenses, including, but not limited to, expenses incurred for travel, communications, document and/or graphic reproduction, shipping charges, document storage and retainage (also referred to as "Reimbursable Expenses") are included in the compensation stated in Section 3.1 of this Agreement, with no markup.

### **Article 4 — Payments to Consultant**

**§ 4.1.** Consultant shall invoice the Owner monthly in proportion to services performed. For any Additional Services billed hourly, Consultant's invoices shall show an hourly rate breakdown including time spent by each member of Consultant's personnel. All Additional Services billed hourly shall be consistent with the Consultant's hourly rates provided in **Exhibit A**.

**§ 4.2.** If requested by the Owner, Consultant shall submit all documentation requested by the Owner to support the Consultant's invoice.

### **Article 5 — Other Terms and Conditions of Agreement**

**§ 5.1. Indemnification.** Notwithstanding any other provision in this Agreement to the contrary, the Consultant shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties for death or injury, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees and its consultants in the performance of professional services under this Agreement. Such indemnification shall be in accordance with Ohio Revised Code Section 153.81 and shall only be for the liabilities incurred from the proportionate

share of the tortious conduct, as determined pursuant to section 2307.23 of the Revised Code, of the professional design firm or any consultant, subcontractor, or other entity used by the professional design firm, in performing services under this Agreement. Nothing in this provision prohibits the Owner from commencing a civil action for damages against the Consultant for the breach of this Agreement or for the breach of the Standard of Care. In no event shall either party be liable to the other party for any consequential, incidental, punitive, liquidated, or indirect damages or losses regardless of the cause of such damages. Consultant's total liability for all claims or causes of action of any kind shall not exceed the amounts recoverable from the insurance limits set forth in this Agreement.

**§ 5.2. Termination.** The Owner may terminate this Agreement upon seven (7) days written notice to the Consultant. Consultant will be paid for all services provided through the date of termination.

**§ 5.3. Governing Law & Venue.** This Agreement shall be governed by the law of the place where the Project is located. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court in the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court. The parties expressly waive the right to remove any litigation arising out of this Agreement to federal court.

**§ 5.4. Notices.** A Notice is any written notice to the Owner or the Consultant.

**§ 5.4.1.** Notice to the Consultant shall be deemed to have been duly served if delivered in person to an officer or any other official of the Consultant or if delivered to or sent by registered or certified mail, return receipt requested, to the Consultant's address provided above, or by electronic mail with delivery confirmation to the Consultant's Designated Representative's email addresses provided above.

**§ 5.4.2.** Notice to the Owner shall be deemed to have been duly served if delivered to or sent by registered or certified mail, return receipt requested, to the Owner's address provided above to the attention of the Owner's Designated Representative, or by electronic mail with delivery confirmation to the Owner's Designated Representative's email address provided above.

**§ 5.5. Modification.** No modification or waiver of any of the terms of this Agreement will be effective against a party unless set forth in writing and signed by or on behalf of each party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Agreement, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or to waive any of its terms, except as expressly provided in this Agreement.

**§ 5.6. Partial Invalidity.** If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

**§ 5.7. Counterparts.** This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this

Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

**§ 5.8. Construction.** The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.

**§ 5.9. Captions.** The captions denoting each article of this Agreement shall have no application in the interpretation thereof; the language of the Article shall be fully controlling.

**§ 5.10. Effective Date.** This Agreement shall be deemed effective as of the date executed by the Owner, below.

**§ 5.11.** Consultant represents that it is familiar with all applicable ethics law requirements in place at the time the Agreement is signed, including without limitation Ohio Revised Code Section 3517.13, and certifies that it is in compliance with such requirements. The Consultant, by its signature on this Agreement, certifies that (1) it has reviewed and understands the Ohio ethics laws and conflict of interest laws, and (2) will take no action inconsistent with these laws.

**§ 5.12. Exhibits.** The Exhibits to this Agreement include:

**Exhibit A:** Consultant's Proposal, attached hereto, to the extent not inconsistent to this Agreement.

In the event of any inconsistency between the provisions of this Agreement and any exhibit hereto or proposal, document, or other attachment generated by Consultant, the terms of this Agreement shall control.

WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representative.

**HAMILTON TOWNSHIP BOARD OF  
TRUSTEES, WARREN COUNTY, OHIO**

**ATLAS TECHNICAL CONSULTANTS, LLC**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name / Title*

\_\_\_\_\_  
*Name / Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**CERTIFICATE**  
**(Section 5705.41, O.R.C.)**

The undersigned, fiscal officer of the Owner, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Fiscal Officer



## Exhibit A

**Atlas Technical Consultants LLC**  
**Cincinnati and Dayton Branch 10241**  
**Project Fee Schedule - Grandin-Towne - Revised**

Item	Service	Estimated Unit	Price	Unit	Estimated Total
<b>Personnel</b>					
25002	Engineering Technician	264	\$55.00	HR	\$14,520.00
35004	Engineering Technician - O.T.	64	\$82.50	HR	\$5,280.00
03005	Project Manager	20	\$95.00	HR	\$1,900.00
13003	Senior Geotechnical Engineer	15	\$120.00	HR	\$1,800.00
13003	Senior Geotechnical Engineer - Settlement Monitoring	25	\$120.00	HR	\$3,000.00
23016	Engineering Aide/Assistant - Settlement Monitoring	20	\$90.00	HR	\$1,800.00
26003	Principal Geotechnical Engineer	1	\$150.00	HR	\$150.00
01003	Administrative	5	\$45.00	HR	\$225.00
<b>Laboratory / Field Testing</b>					
23242	Classification	4	\$100.00	EA	\$400.00
10495	Proctor Analysis	4	\$175.00	EA	\$700.00
10491	Concrete Compression Test Cylinder	2	\$16.00	EA	\$32.00
12585	Asphalt Gradation	0	\$200.00	EA	\$0.00
23275	Concrete Beams	0	\$35.00	EA	\$0.00
26453	California Bearing Ratio - Lime Mixture with soil	5	\$750.00	EA	\$3,750.00
91799	Nuclear Gauge	320	\$9.00	HR	\$2,880.00
23376	Technology Fee	33	\$5.00	DAY	\$165.00
95111	Concrete Core Compressive Strength Test	0	\$35.00	EA	\$0.00
27550	Windsor Probe	0	\$75.00	DAY	\$0.00
27352	Probe Shots	0	\$25.00	EA	\$0.00
24545	Moisture Content	4	\$10.00	EA	\$40.00
24828	Sieve Analysis	0	\$100.00	EA	\$0.00
95767	Asphalt Density of Core Samples	0	\$25.00	EA	\$0.00
94375	LOI - Loss on Ignition	0	\$30.00	EA	\$0.00
23939	Hydrometer	0	\$120.00	EA	\$0.00
<b>Equipment and Reimbursables</b>					
00460	Trip Charge for Mileage	35	\$25.00	TRIP	\$875.00
00460	Trip Charge for Mileage - Settlement Monitoring	10	\$25.00	DAY	\$250.00
27360	Core Machine Rental	0	\$150.00	DAY	\$0.00
93202	<b>Contingency - as directed by Hamilton Township</b>	1	\$12,233.00		\$12,233.00

Estimated Fee

\$50,000.00

**Notes:**

- Services and fees not listed will be quoted upon request.
- All personnel rates are based on *on-portal to portal*.
- Overtime is charged as Technician O.T. rate for hours before 7:00 a.m., after 5:00 p.m., over 8 hours per day, and all Saturdays, Sundays or Holidays. O.T. rate is calculated at 1.5 times the normal technician rate.
- Administrative time is applicable for project setup and invoicing.
- Review of field and laboratory reports is applicable by Project Engineer/Manager.



**Office of Township Administrator  
07/05/23 Trustee Meeting**

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

**Motion to approve a contract with Emergency Vehicle Response (EVR) for consulting and training services related to the purchase, inspection, delivery, and training for the new fire department quint.**

Purchasing a 1.5-million-dollar fire truck is a huge investment for Hamilton Township. Like building a home, where you would hire an architect the build process is complicated and has hundreds of options and components.

Most communities do not purchase a vehicle this expensive or complicated on a regular basis and therefore many lack the knowledge and expertise that goes into these complicated emergency vehicles. Therefore, many communities use a consultant to represent them in the process to ensure the truck is built to spec, meets NFPA standards and is exactly what Hamilton Township needs.

EVR is a consulting firm with decades of experience in design/specification/inspection/training for fire apparatus fleets. Their team has provided this service to the largest fire department in the country (FDNY), the Navy, Air Force, and some of the smallest towns in American like Goshen.

EVR will review the specifications and drawings for the new quint, an EVR representative will go with representatives of HT to the factory for the pre-build meeting to ensure compliance with specifications. The same representative will also go with HT for the delivery inspection and then finally will provide a 10-hour training program for HT driver/operators on this new and unique apparatus.

- Review of specifications
- Pre-Construction Trip to Pierce Manufacturing (2-4 days)
- Final Inspection Trip to Pierce Manufacturing (2-4 Days)
- Training at Hamilton Township once truck is delivered (2 Days)
- The contract includes all travel expenses (airfare, hotel etc.) for EVR staff.

***Total cost will not exceed \$16,000*** and will be split between the 2024 and 2025 budgets as construction on the truck will start in 2024 and delivery in 2025.



**Contract for Services to Hamilton Township Fire Department**

**Contract By:** Emergency Vehicle Response

**Contract For:** Custom Chassis, 107' Ascendent PUC Enforcer,  
Preconstruction Review, and Final Inspection

**Proposal Expiration:** July 31st, 2023

**Services**

Emergency Vehicle Response will assist the Hamilton Township Fire Department in conducting the preconstruction component review and final inspection on a Pierce 107' Ascendent PUC Enforcer at Pierce Manufacturing, Appleton Wisconsin. EVR will review all preconstruction materials and change orders to assist the Fire Department with reviewing and commenting on all technical materials throughout the building and production process.

1. EVR will review all specification material available prior to the preconstruction meeting. Comments and recommendations will be given based on operational functionality and safety. A virtual meeting will be held with the Fire Department to discuss the recommendations and comments.
2. EVR will attend the preconstruction meeting, estimated to be 2-4 days. During the preconstruction meeting EVR will work with the committee to ensure that their vision is seen through while ensuring the safety and reliability of the manufacturer's product.
3. EVR will attend the final inspection of the apparatus, estimated to be 2-4 days. During the final inspection, EVR will assist the department in ensuring that the ladder truck was built to specifications and operates as designed.
4. EVR will be available during the engineering and manufacturing period for any required conference calls and follow-ups to ensure a smooth production process and to respond to any technical questions that develop during this period.

**Compensation**

A flat fee of Two Thousand Dollars (\$2,000) will be charged for the review of the pre-construction materials and a virtual meeting to discuss the project and recommendations.

On-site fieldwork costs are One Thousand Dollars per day (\$1,000) plus travel expenses at the actual cost. Receipts for airfare, hotels, and any necessary car rentals will be provided with the final invoice if requested. The estimated total cost to conduct engineering work as outlined above, excluding air travel, hotel, and vehicle costs, should not exceed \$4,000 for the preconstruction meeting and \$4,000 for the final inspection trip based on the estimates provided.

Services will be billed after the initial meeting, after the completion of the Preconstruction Meeting, and after the Final inspection.

This proposal is acceptable to the Hamilton Township Fire Department in witness thereof. The Hamilton Township Fire Department and Emergency Vehicle Response execute this agreement by the attached terms.

X

Hamilton Township Fire Department

X

Emergency Vehicle Response

X

Date

X

Date



**Proposal For:** Hamilton Township Fire Department

**Course Requested:** Aerial Operations

**Quote By:** Emergency Vehicle Response

**Quote Expiration:** June 1, 2025

### **Course Description:**

This course is designed to prepare drivers for the role of responding with and operating an aerial device. Training will be conducted in the proper placement and operation of aerial devices. We will cover the characteristics and operating features of rear-mount, tractor-drawn aerials, platforms, and quint apparatus. Special emphasis will be made on truck company placement for various types of occupancies, rescue and life safety strategies, and tactical work of quint apparatus. Finally, strategies and tactics will be discussed in the operation of and proper position of aerial ladders and tower ladders and how to successfully deploy both at the scene of a fire and for technical rescues. We will put your apparatus through the paces exploring what it can and cannot do so operators understand the capabilities of their vehicle. This course consists of 10 hours of classroom and 6 hours of hands-on training. You will receive a certificate of completion at the end of this class.

### **Aerial Operations Table of Contents:**

1. Aerial What Not to Do
2. Aerial Apparatus Loading
3. Aerial Apparatus and Electricity
4. Aerial Apparatus Training
5. Aerial Maintenance
6. Vehicle Design
7. Aerial Positioning Hazards
8. Aerial Positioning
9. Aerial Civilian Rescues
10. Aerial Firefighter Rescues
11. Aerial Streams
12. Portable Ladder Positioning
13. Hands-On Foam Drill
14. Hands-On Maximum / Minimum Apparatus Footprint
15. Hands-On Exploring the Capabilities of Your Vehicle
16. Hands-On Horizontal / Vertical Reach
17. Hands-On Apparatus Positioning



## Aerial Operations Proposal Rockland Fire Department

### **Hands-On:**

The 6 hours of hands-on training will go over the operational footprint of the aerial devices present and how to maximize each device's use on the fire ground. Students will then conduct the foam pale drill which will allow students to work on fine-tuning aerial operating skills and learn how to effectively place an aerial device. We will also explore the full capabilities of your apparatus and understand the overrides and backup procedures for it. Lastly, we will travel around to buildings in the response area and put practices learned in the class to the test with practical scenarios.

### **Course Schedule:**

This course will be offered over a 2-day period. The first session will be an 8-hour classroom session. The student-to-instructor ratio will not exceed 30 to 1 for lectures in the classroom. This will ensure that participants have ample opportunity to ask questions and actively participate. The second day will start in the classroom. We will be spending time around the station measuring the operational footprint and conducting the foam pale drill. Lastly, we will conduct scenarios at the provided buildings.

### **Cost of Proposal:**

The cost of the Aerial Operations course, as described, includes all expenses and materials needed for instruction. This includes mileage, instructors, hotels, food, and handouts or booklets.

**The proposed services will cost 5,850 dollars.**

## Aerial Operations Proposal Rockland Fire Department

### Terms of Acceptance

- Your Fire Department is responsible for all liability and insurance for all participants.
- You shall provide a classroom environment with a projector and screen or TV.
- Will provide parking lot space for foam pale drill and buildings in response area for scenario-based training.
- Emergency Vehicle Response has a limit of 30 students for this proposal.
- Payment is expected, in full, upon completion of the class. Please make checks payable to Emergency Vehicle Response.
- 1,000 dollars is due at the time of contract signing to cover travel expenses and preparation services.

Thank you for considering Emergency Vehicle Response for your apparatus training needs.

PLEASE SIGN BELOW AND RETURN TO EMERGENCY VEHICLE RESPONSE.

As the agency representative, you agree to the terms of this contract and request that Emergency Vehicle Response provides its training services for the price listed above.

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Hamilton Township FD

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Emergency Vehicle Response

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Date

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Date



**Office of Township Administrator**  
**07/05/23 Trustee Meeting**

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The following motion(s) is/are requested by the Board of Hamilton Township Trustees from the Fire Chief in concurrency with the Township Administrator

**MOTION TO APPROVE THE ACCEPTANCE OF A GRANT FOR PARAMEDIC TRAINING FROM THE ASSISTANCE TO FIREFIGHTERS GRANT (AFG) PROGRAM IN THE AMOUNT OF \$20,000.**

Each year FEMA awards grants to fire and EMS agencies for equipment, apparatus, training, and staffing. This is the second year Hamilton Township Fire and Rescue has received funding for paramedic training.

The grant will pay to send two (2) firefighter/EMTs to Paramedic School at a cost of approximately \$10,000 per student. FEMA will fund \$18,181.81 and the townships will be responsible for \$1,818.19 from our training budget in 2024.



**Office of Township Administrator**  
**07/05/23 Trustee Meeting**

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

**MOTION TO EXTEND THE TIME FOR TEMPORARY CONSTRUCTION EASEMENT  
FOR DUKE ENERGY THROUGH PROPERTY OWNED BY HAMILTON TOWNSHIP.**

Hamilton Township previously gave Duke Energy of Ohio a Temporary Construction Easement to do work on/through .109 acres of land owned by Hamilton Township on 22/3 (Dog Park).

This work was not completed, and the easement term has expired. Therefore, we are requesting this motion simply authorizing the Township Administrator to extend the easement for Duke to complete their work.

## TEMPORARY CONSTRUCTION EASEMENT

STATE OF OHIO

COUNTY OF WARREN

*For Internal Informational Purposes Only*

LINE NO. C231

PROJECT TRACT NO. 22

PROJECT NO. AW2194

PARCEL ID #: 1727391

THIS "TEMPORARY CONSTRUCTION EASEMENT" is made and granted as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, from TRUSTEES, HAMILTON TOWNSHIP, WARREN COUNTY, OHIO ("Grantor", whether one or more), to DUKE ENERGY OHIO, INC., an Ohio corporation ("Duke Energy").

WHEREAS, Grantor is the owner of, or has an interest in, that property situated in the Township of Hamilton, County of Warren, State of Ohio, being part of Military Survey No. 520, being 6.5873 acres, more or less, as more particularly described in the instrument recorded in Book 3493, Page 392, Warren County Recorder (the "Property").

NOW, THEREFORE, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Duke Energy, its successors and assigns, a temporary construction easement (the "TCE") for the purposes of performing construction activities and laying, storing, erecting, parking, and/or protecting any equipment, vehicles, materials, fill, components, parts, and tools associated with the construction of Duke Energy's pipelines and appurtenant facilities (the "Facilities"), which Facilities may or may not be located on the Property.

The TCE encompasses an area of approximately 0.109 acres, the location of which has been mutually agreed upon between Grantor and Duke Energy and is generally shown and approximated on "Exhibit A", which is attached hereto and incorporated herein by reference (the "TCE Area").

**Duke Energy's Use.** Duke Energy shall have all rights necessary or convenient for the full use and enjoyment of the rights herein granted, including, without limitation: (1) reasonable access across the Property to and from the TCE Area; (2) the right, but not the obligation, to clear and keep the TCE Area cleared of vegetation, undergrowth, trees (including overhanging limbs and foliage), buildings, structures, installations, and any other obstructions which unreasonably interfere with the rights granted herein (collectively, "Obstructions"); (3) the right but not the obligation to install temporary fencing around the TCE Area and to exclude all persons, including Grantor, from any fenced portions of the TCE Area. The TCE does not grant Duke Energy the right to place any permanent installations or Facilities in the TCE Area.

**Term.** The date on which this TEMPORARY CONSTRUCTION EASEMENT is granted, as first written above, shall be the beginning of the term of the TCE (the "Commencement Date"). Following all facilities for which this TCE is given being placed in service, the TCE shall terminate upon the sooner of: (1) Duke Energy's restoration of the TCE Area pursuant to the restoration requirements described in the Damages section below and, when any permits have been issued for construction and/or erosion and sediment control measures are present, the release of Duke Energy from its obligations under all permits and the removal of all temporary erosion and sediment control measures from the Property; or (2) December 31<sup>st</sup>, 2024.

**Damages.** Duke Energy shall be responsible for actual physical damage to (1) the land within the Property and TCE Area and (2) improvements and annual crops located on the Property that are not in violation of the terms hereof, to the extent caused by Duke Energy in exercising the rights granted herein, provided that a claim is made by Grantor within one hundred and twenty (120) days after such damages are sustained. Duke Energy shall restore and level the surface of the Easement Areas to a condition which is reasonably close to the condition existing immediately prior to Duke Energy's use of the TCE Area, excepting earthen water bars to prevent erosion. Duke Energy shall not be liable for any damage caused to Obstructions or improvements installed in violation of the terms hereof and may remove them at Grantor's expense without Grantor's prior approval or permission.

**Ownership of the Property.** Grantor represents, warrants and covenants that it is the lawful owner of the Property and has the right to convey the rights set forth herein and that the Property is free from all encumbrances, except for encumbrances of record. Grantor represents it has obtained any necessary approvals from any applicable tenant interests.

To have and to hold said rights, privileges, and TCE unto Duke Energy, its affiliates, successors, and assigns until such time as the TCE terminates pursuant to the terms herein. Duke Energy, its successors and assigns, shall have the right to assign, license, lease, or otherwise transfer, in whole or in part, this TEMPORARY CONSTRUCTION EASEMENT, or any rights granted herein, to any person or entity, including but not limited to, any affiliated parent or subsidiary entity of Duke Energy, for the uses and purposes expressly stated herein. This TEMPORARY CONSTRUCTION EASEMENT shall run with the land and inure to the benefit of and be binding upon Grantor, Duke Energy and their respective heirs, successors and assigns until such time as the TCE terminates pursuant to the terms herein.

IN WITNESS WHEREOF, this TEMPORARY CONSTRUCTION EASEMENT has been signed under seal by Grantor, as of the date first above written.

**GRANTOR:**

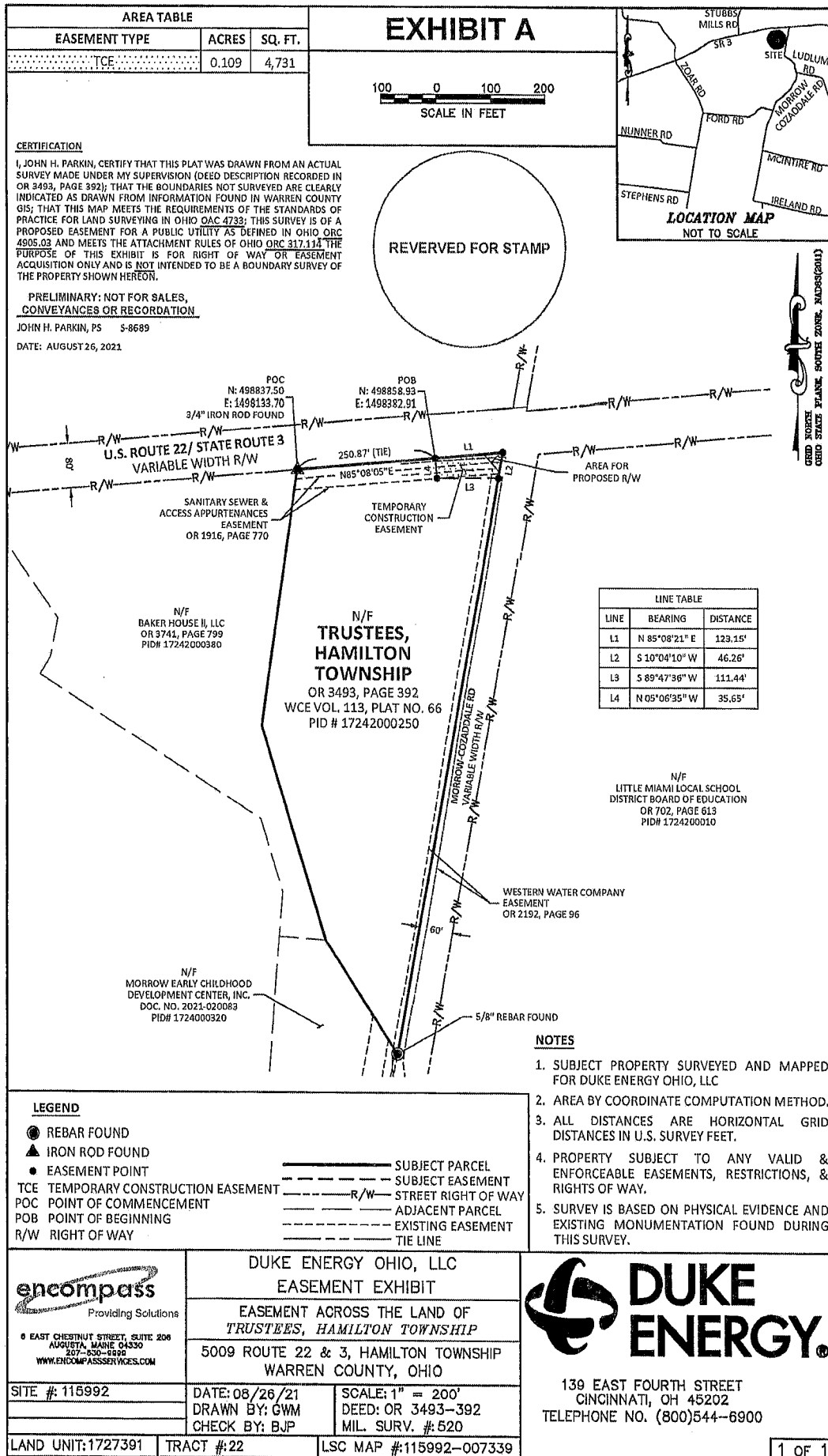
Trustees, Hamilton Township

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_







**Office of Human Resources**  
**07/05/23 Trustee Meeting**

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

**Motion to approve the position of Police Cadet and job description for Police Cadet, within the Police Department, as presented.**

**Motion to amend the roster of Hamilton Township as presented.**

- Approve Firefighter/paramedic Jared Karrasch, in the Fire & Rescue department, to transition from full-time status to part-time status effective July 8, 2023.
- On role Kade Smith as a full time Police Cadet effective July 9, 2023, starting pay rate of \$22.00/hour (employment contingent on passing employment testing).
- Extend the probationary period for full-time firefighter/paramedic Jesse Sturm, in the Fire & Rescue department, for three (3) months; probationary period to be extended through October 24, 2023.
  - Section 10.1 of Firefighters Local 4055 CBA allows for the Board of Trustees to approve a probationary period extension when the Fire Chief deems additional time is necessary to adequately train the employee.



## **HAMILTON TOWNSHIP JOB POSITION DESCRIPTION**

### **POLICE CADET**

**POSITION TITLE:** Police Cadet

**DEPARTMENT:** Police Department

**SUPERVISOR:** Police Captain

**CLASSIFICATION:** Full Time, Hourly, Non-Exempt / Non-Bargaining Member

**GENERAL PURPOSE:** A civilian position designed to be a support service and devoid of any police enforcement authority.

#### **ESSENTIAL FUNCTIONS:**

- Assists the communication and records keeping personnel in the performance of clerical and dispatch duties.
- Acts as messenger or courier to safely and efficiently transfer mail and other property, including vehicles, to and from any designated location.
- Assists the supervisor assigned to the Township Impound Lot in proper maintenance, processing, and release of impounded vehicles.
- Handles and/or follows up on animal complaints as directed.
- Assists in inventory functions to ensure accuracy and efficiency.
- Attends to light maintenance and cleaning of the police department facility including the filling of departmental vending machines, the placing of bicycles into the sally port, and emptying of outdoor trash receptacles.
- Conducts weekly police vehicle inspections and monthly facility inspections to ensure maintenance of supplies and equipment.
- Represents the police department in a professional and positive manner at meetings, functions, and events.
- Provides assistance, when reasonable, to on-duty police officers as they attend to non-threatening tasks and reports safety hazards observed within the Township.
- Performs all other duties as directed by the Police Captain.

**REQUIRED KNOWLEDGE, SKILLS AND ABILITY:** Ability to communicate orally and in writing in an effective manner, to maintain files in an orderly manner, and to become computer literate.





**REQUIRED TRAINING AND EDUCATION:** High school diploma or equivalent.

**SPECIAL REQUIREMENTS:** A valid state driver's license. Must be bondable and insurable by the Township's insurance carriers as to all relevant insurance types, including but not limited to automobile insurance.

**TOOLS AND EQUIPMENT USED:** Computer, office equipment, lock jacks and motor vehicles. Ability to learn personal computers and RMS software systems, and operation of a police vehicle under routine conditions within local and state laws.

**ATTENDANCE REQUIREMENTS:** In accordance with hours scheduled by the Police Captain.

**PHYSICAL DEMANDS:** While performing the duties of this job, the employee is frequently required to sit, talk and hear, use hands and fingers to handle and/or feel objects, tools, or controls and to reach with hands and arms. The employee must be able to lift and/or move varying amounts of weight, depending upon the task at hand. Specific vision abilities required by this job include close vision and the ability to adjust focus. Must be able to kneel, bend at the waist, and work in a standing position for long periods. Must be able to walk on foot over rough terrain at varying degrees of slope.

**WORK ENVIRONMENT:** The work environment characteristics described here are representative of those an employee encounters while performing the essentials of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**SELECTION GUIDELINES:** Formal application, rating of education and experience, oral interview and reference check, background investigation, CVSA test, drug screening, and job related tests may be required.

At the discretion of the Chief of Police and the Township Administrator, an individual employed as a cadet who has reached the age of twenty-one years may be given consideration for promotion to the rank of police officer (in the event that the person is an OPOTA certified police officer at the time of the promotion). Any such promotion will be according to the terms and conditions established by the Chief of Police at the time of the promotion and may be accomplished without resort to an open hiring process in which other members of the public are invited to apply. In the case of such a promotion, no formal application and/or interviews will be necessary; however, a reference/background check, CVSA/polygraph test, psychological assessment, and job related tests may be required as a condition of the promotion.

**PERFORMANCE REVIEW GUIDELINES:** The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

DRAFT