



TRUSTEE MEETING AGENDA 11/17/2021

6:30 PM

- Roll Call
- Pledge of Allegiance
- Approve of the Clerk's Journal and accept the tapes as the Official Minutes of the November 3, 2021 Township Trustee Meeting
- Bills before the Board

Public Comments

Human Resources

New Business

- Motion: Enter into contract with MI Homes for the snow and ice removal services for the unaccepted streets at the Rivercrest Subdivision Phase 1, 3A, 3B, and 4
- Motion: Enter into contract with Prus Properties, LLC for the snow and ice removal services for the unaccepted streets at the Villages of Classicway Subdivision Sections 4, 5, 6, 7, and 8
- Motion: Enter into contract with Fisher Homes for the snow and ice removal services for the unaccepted streets at the Eagles Point Subdivision Sections 3 and 4
- Resolution 21-1117: Accepting public streets for maintenance and setting speed limits on Section 1 and 3B in the Rivercrest Subdivision

Work Session

- Mounts Park EPA timeline update

Administrator's Report

Fiscal Officer's Report

Trustee Comments

Executive Session

Adjournment

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

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

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

HAMILTON TOWNSHIP ADMINISTRATION

Darryl Cordrey – *Trustee, Chair*

Joe Rozzi – *Trustee*

Mark Sousa – *Trustee*

Kurt Weber - *Fiscal Officer*

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

Township Administrator

Brent Centers
(513) 239-2372

Police Department

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

Fire and Emergency Services

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

Public Works

Kenny Hickey – *Director*
Phone: (513) 683-5360

Assist. Fiscal Officer

Ellen Horman
Phone: (513) 239-2379

Human Resources

Kellie Krieger
Phone: (513) 239-2384

Economic Development and Zoning

Phone: (513) 683-8520

Community Development Coordinator

Nicole Earley
(513) 683-5320

Hamilton Township Trustee Meeting

November 3, 2021

Trustee Board Chairman, Darryl Cordrey, called the meeting to order at 6:30 p.m. Mr. Cordrey, Mr. Rozzi and Mr. Sousa were present.

The *Pledge of Allegiance* was recited by all.

Motion made by Mr. Cordrey with a second by Mr. Rozzi to approve of the clerk's journal and accept the tapes as the Official Meeting Minutes of the October 27, 2021, Trustee Meeting.

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

Motion made by Mr. Cordrey with a second by Mr. Rozzi to approve the bills as presented to the Board.

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

Public Comments

Mr. Cordrey opened the floor to public comments at 6:31pm.

Mr. Rusty Holman congratulated both Trustees on their election wins. He also discussed the Warren County Commissioners passage of a property tax relief at the County level.

Mr. Dan Phipps also congratulated the Trustees for their election wins. He inquired about a roll back for tax levies. He also asked for examples of a catastrophic event that requires us to sit on the funds that we have in our reserves.

Mr. Sousa stated that we would need to consider the long-term outlook. The economy could turn at any time.

Mr. Cordrey closed the floor to public comments at 6:41pm.

Human Resources

Ms. Kellie Krieger, Human Resources Manager, requested a motion to update the Hamilton Township roster with the following: add Mr. Zach Boris as a fulltime Fire-fighter/paramedic, and promote Adam Gilpin and Jacob Spears to fulltime Fire-fighter/EMT's contingent upon completion of their background and medical evaluation.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve the above-mentioned roster updates.

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

New Business

-Resolution 21-1103: Increase in appropriations

This is a resolution authorizing and approving an increase in township appropriations in the General Fund, Police District Fund, Fire and EMS Special Levy Fund, and EMS Billing Fund to reconcile budgets for calendar year 2021. This resolution will be the final appropriations for each fund to close out the 2021 budget.

Mr. Centers explained that these are housekeeping items that we do every year. There is one outlier that he wanted to go over for transparency; the Motor Vehicles line within the Police District Fund was asked to budget in 2022 to pay off the oncoming new vehicles, to do so we would have had to make one payment and then turn around and pay them all off in January. That did not make sense so after speaking with each Trustee individually, we did decide to put the reappropriation for the new police vehicles on this budget. This will be the same impact now on the unencumbered as it would in January.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 21-1103.

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

-Resolution 21-1103A: 2022 Annual Budget

This Resolution will adopt the 2022 Annual Budget based upon two work session held by the Board of Trustees.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 21-1103A.

Roll call as follows:	Mark Sousa	Yes
	Joe Rozzi	Yes

Darryl Cordrey Yes

Administrator's Report

Mr. Centers stated we were a little concerned about the tree for the Christmas Tree Lighting. We have an opportunity where a company is going to gift us a tree, but we would have to pay for the transplanting of the entire bulb of the 20 ft. tree. This would cost \$1,000.00. We do have \$2,500 in the Special Events line item that we have not used all year, so he wanted to bring this before the Board.

Mr. Rozzi asked if this will be the official tree moving forward?

Mr. Centers responded that it will be. It's 20 feet and will continue to grow.

All Trustees think it is a great idea.

Fiscal Officer's Report

Mr. Weber expressed his disappointment referencing public comments.

Trustee Comments

Mr. Sousa referenced the Warren County Commissioners decision to give taxpayers a one year "Holiday" for the County portion of property taxes. He also expressed dissatisfaction with the manner in which public comments were closed. He mentioned concerns with inaccurate statements from a disgruntled resident and reiterated that if at any time there are concerns, those can be discussed with all members of this Board. Lastly, he discussed other comments seen on social media about employee roles at the workloads that are faced; nothing happens in the Township that the Trustees are not aware of.

Mr. Rozzi also expressed disappointment and dissatisfaction with the manner in which public comments were closed. He thanked all of the residents for voting and supporting the community.

Mr. Cordrey thanked staff for putting together the 2022 budget. He thanked the residents for keeping this Trustee Board together so that our Township continues to have consistency.

Executive Session

Mr. Cordrey made a motion with a second from Mr. Rozzi to enter into Executive Session at 6:54pm in reference to O.R.C. 121.22 (G) (1): To consider the appointment or employment of a public employee.

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

Mr. Cordrey made a motion with a second from Mr. Rozzi to come out of Executive Session at 7:58pm.

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

Mr. Cordrey publicly apologized for the handling of public comments at the beginning of the meeting.

He opened the floor back up to public comments at 8:00pm.


Mr. Dan Phipps requested Mr. Cordrey be removed from Chair and expressed his displeasure with the closure of the previous public comments.

Mr. Cordrey closed public comments at 8:01pm.

Adjournment

With no further business to discuss, Mr. Cordrey made a motion with a second from Mr. Rozzi to adjourn at 8:01pm.

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



Introduction: November 17, 2021
Effective Date: Next available date after passage

Agenda Item: **Motion**
To enter into contract with M/I Homes for the snow and ice removal services for the unaccepted streets at the Rivercrest Subdivision Phase 1, 3A, 3B, and 4.

Submitted By: Kenny Hickey

Scope / Description: The Rivercrest Subdivision is required to perform snow and ice removal services and has requested to contract with Hamilton Township to provide those services.

Budget Impact: The Rivercrest Subdivision will pay Hamilton Township \$150 per hour with a minimum of 1 hour per call-out.

Vote Required for Passage: 2 of 3



**HAMILTON
TOWNSHIP**

AGREEMENT FOR SNOW AND ICE REMOVAL FOR UNACCEPTED STREETS

I. PARTIES

THE PARTIES TO THIS AGREEMENT ARE THE BOARD OF TOWNSHIP TRUSTEES (Township) and M/I Homes of Cincinnati, LLC, (the Developer), the DEVELOPER OF Rivercrest SUBDIVISION, (the Subdivision).

Please include the PHASE and STREET Names:

Phases 1 and 3B; Stillwater Drive, Grandriver court, Harkers
run, Marsh creek lane, Autumn run drive, Shenango Court

II. PURPOSE

The purpose of this agreement is to make provision for the removal of snow and ice from the streets as are shown upon the record plat of the Subdivision prior to the time of the acceptance of such streets by the County as part of the County or Township Road system if the Developer for whatever reason, does not want to remove the snow and ice in a timely manner from said streets.

III. AUTHORIZATION

Developer does hereby grant permission to the Township, as may be appropriate, to enter the Subdivision as may be necessary to perform such snow and ice removal upon all streets shown upon the plat of such subdivision and dedicated as public streets.

IV. REIMBURSEMENT OF COST OF SNOW AND ICE REMOVAL

The Township performing ice and snow removal from the aforesaid streets shall invoice the developer for the actual cost of such snow and ice removal. The Developer shall pay such invoice within thirty (30) days of the date of the same by check made payable to Hamilton Township.

As used herein, "actual cost" means any costs incurred due to the use of employees, materials, and equipment. Costs incurred due to the use of employees shall include wages, fringe benefits and employer PERS contributions. Costs incurred due to the use of materials shall be the costs incurred by Hamilton Township in purchasing such materials and based upon quantity of materials used. Costs incurred due to the use of equipment shall be based upon the standard rental rates within the community for the equipment used.

V. HOLD HARMLESS; INDEMNIFICATION; DEFENSE

The Developer does hereby agree to defend, indemnify, and hold the County or Township performing the snow and ice removal harmless from any and all such claims, suits, actions, injuries, damages, liabilities, costs, expenses, and attorneys' fees which may be occasioned by the County or Township performing the snow and ice removal within the aforesaid mentioned subdivision.

VI. DETERMINATION OF NECESSITY AND PRIORITY OF SNOW AND ICE REMOVAL

The County, or Township responsible for snow and ice removal within the Subdivision shall determine in its sole discretion the necessity of performing snow and ice removal within the Subdivision and the priority of performing snow and ice removal within the Subdivision.

VII. NO COMMON LAW ACCEPTANCE

The performance of snow and ice removal within the Subdivision by the County or Township, as may be applicable, is not intended nor should the performance of such snow and ice removal be construed as an act indicating the acceptance of the streets within the Subdivision as a part of the County or Township Road system and that such acceptance may only occur by formal resolution adopted by the County.

VIII. MODIFICATION; BINDING EFFECT; ENTIRE AGREEMENT

- A. This agreement may be modified only in writing and signed by both parties.
- B. This agreement shall be binding upon the successors and assigns of the parties hereto.
- C. This agreement represents the entire understanding of the parties and any oral discussions or representations not consistent with the terms of this agreement are of no force and effect.

Witness the hand of Zach Toebben, the developer of Rivercrest

Subdivision, on this 9th day of November, 2021.

[Signature]
Witness

Zach Toebben
Developer

Digitally signed by Zach Toebben
DN: c=US, e=ztoebben@mihomes.com, o=M/I
Homes - Cincinnati, OU=Lans, CN=Zach Toebben
Date: 2021.11.09 07:50:05 -0500

M/I homes of Cincinnati, LLC

Brandon Williams
Witness

Witness the hand _____, Hamilton Township on this _____ day of _____, 20_____.

Witness

Township Representative

Billing Address for the Developer:

Street: 9349 Waterstone Blvd., Ste. 100

City: Cincinnati

State: Ohio

Zip Code: 45249



AGREEMENT FOR SNOW AND ICE REMOVAL FOR UNACCEPTED STREETS

I. PARTIES

THE PARTIES TO THIS AGREEMENT ARE THE BOARD OF TOWNSHIP TRUSTEES (Township) and M/I Homes of Cincinnati, LLC, (the Developer), the DEVELOPER OF Rivercrest SUBDIVISION, (the Subdivision).

Please include the PHASE and STREET Names:

Phase 3A, Scioto Court Phase 4, Federal creek lane, Chagrin place, Auglaize court, Autumn run drive

II. PURPOSE

The purpose of this agreement is to make provision for the removal of snow and ice from the streets as are shown upon the record plat of the Subdivision prior to the time of the acceptance of such streets by the County as part of the County or Township Road system if the Developer for whatever reason, does not want to remove the snow and ice in a timely manner from said streets.

III. AUTHORIZATION

Developer does hereby grant permission to the Township, as may be appropriate, to enter the Subdivision as may be necessary to perform such snow and ice removal upon all streets shown upon the plat of such subdivision and dedicated as public streets.

IV. REIMBURSEMENT OF COST OF SNOW AND ICE REMOVAL

The Township performing ice and snow removal from the aforesaid streets shall invoice the developer for the actual cost of such snow and ice removal. The Developer shall pay such invoice within thirty (30) days of the date of the same by check made payable to Hamilton Township.

As used herein, "actual cost" means any costs incurred due to the use of employees, materials, and equipment. Costs incurred due to the use of employees shall include wages, fringe benefits and employer PERS contributions. Costs incurred due to the use of materials shall be the costs incurred by Hamilton Township in purchasing such materials and based upon quantity of materials used. Costs incurred due to the use of equipment shall be based upon the standard rental rates within the community for the equipment used.

V. HOLD HARMLESS; INDEMNIFICATION; DEFENSE

The Developer does hereby agree to defend, indemnify, and hold the County or Township performing the snow and ice removal harmless from any and all such claims, suits, actions, injuries, damages, liabilities, costs, expenses, and attorneys' fees which may be occasioned by the County or Township performing the snow and ice removal within the aforesaid mentioned subdivision.

VI. DETERMINATION OF NECESSITY AND PRIORITY OF SNOW AND ICE REMOVAL

The County, or Township responsible for snow and ice removal within the Subdivision shall determine in its sole discretion the necessity of performing snow and ice removal within the Subdivision and the priority of performing snow and ice removal within the Subdivision.

VII. NO COMMON LAW ACCEPTANCE

The performance of snow and ice removal within the Subdivision by the County or Township, as may be applicable, is not intended nor should the performance of such snow and ice removal be construed as an act indicating the acceptance of the streets within the Subdivision as a part of the County or Township Road system and that such acceptance may only occur by formal resolution adopted by the County.

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- A. This agreement may be modified only in writing and signed by both parties.
- B. This agreement shall be binding upon the successors and assigns of the parties hereto.
- C. This agreement represents the entire understanding of the parties and any oral discussions or representations not consistent with the terms of this agreement are of no force and effect.

Witness the hand of Zach Toebben, the developer of Rivercrest

Subdivision, on this 9th day of November, 2021.

Witness [Signature]

Zach Toebben
Developer

Digitally signed by Zach Toebben
DN: c=US, E=ztoebben@mhomes.com, O=M/I
Homes - Cincinnati, OU=Land, CN=Zach Toebben
Date: 2021.11.09 07:50:05-0500

M/I homes of Cincinnati, LLC

Brandon Williams
Witness

Witness the hand _____, Hamilton Township on this _____ day of _____, 20_____.

Witness _____

Township Representative _____

Witness _____

Billing Address for the Developer:

Street: 9349 Waterstone Blvd., Ste. 100

City: Cincinnati

State: Ohio

Zip Code: 45249

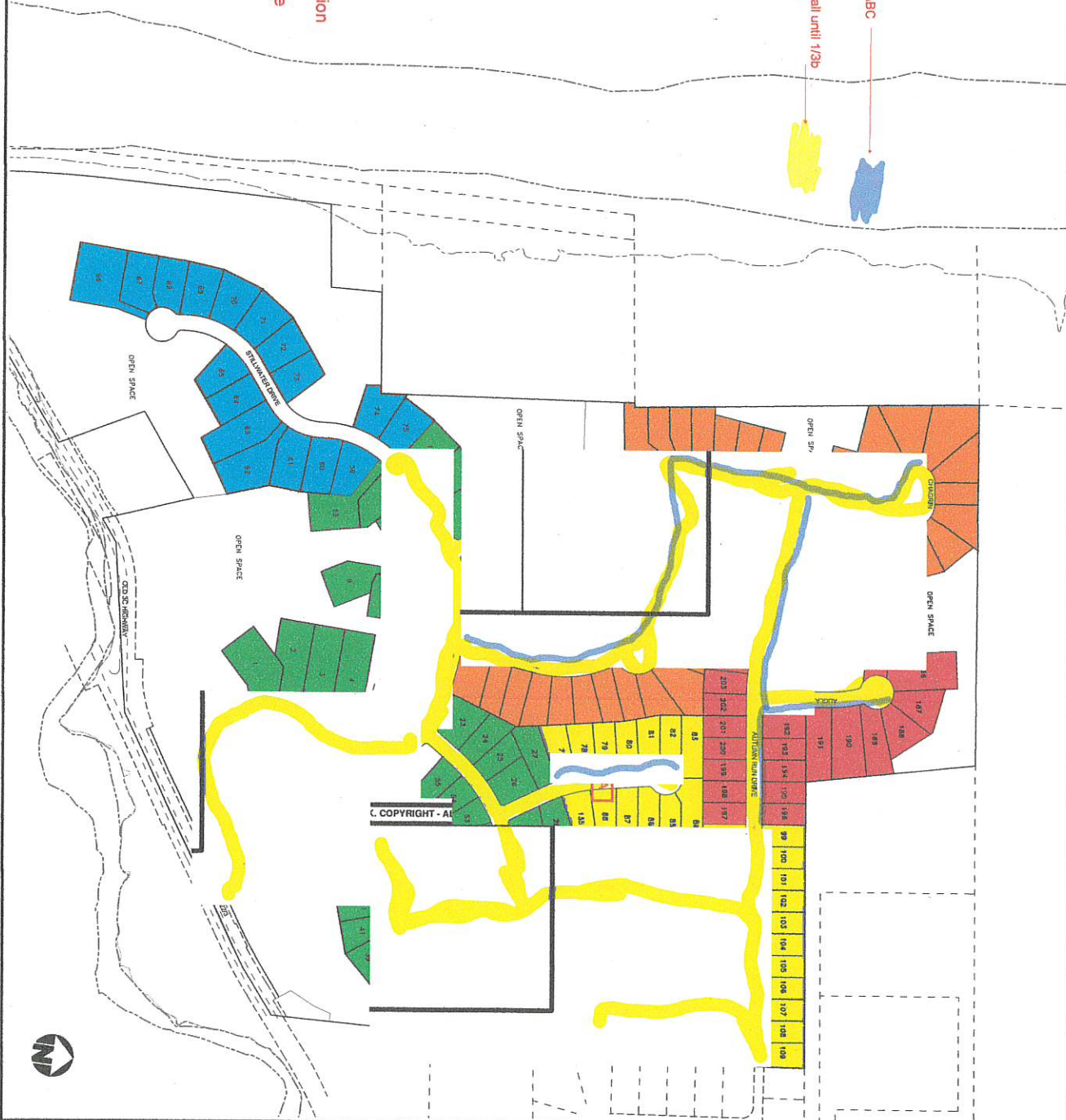
-Section 1 and 3B are approved and resolution process started, if process not complete by first weather event, contract to service. Once fully release, removed from un-dedicated portion of contract.
 -Section 2 is fully turned over
 -Once 1/3B release, we should only be on un-dedicated contract for 3A, and 4 ("future section")

LEGEND


- In process of releasing to become dedicated
- Dedicated
- In process of releasing to become dedicated (3B)
- 2yr maintenance period until 7/24/2022
- FUTURE SECTION

SECTION 1
SECTION 2
SECTION 3
SECTION 4, PHASE A
FUTURE SECTION

3A/4ABC
 service all until 1/3b release



<p>bayer becker www.bayerbecker.com 6500 Tylerville Road, Suite A Mason, OH 45040-513, 330.6000</p>	<p>RIVERCREST SECTION 10, TOWN 4, RANGE 2 HAMILTON TOWNSHIP WARREN COUNTY, OHIO</p> <p>EXHIBIT</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Item</th> <th>Revision Description</th> <th>Date</th> <th>Drawn</th> <th>Chk.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ADD SECTION 4, PHASE A</td> <td>3/28/17</td> <td>GLK</td> <td></td> </tr> </tbody> </table>	Item	Revision Description	Date	Drawn	Chk.	1	ADD SECTION 4, PHASE A	3/28/17	GLK		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Item</th> <th>Date</th> <th>Drawn</th> <th>Chk.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Item	Date	Drawn	Chk.				
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Item	Date	Drawn	Chk.																		
EXH	PROJECT: RIVERCREST EXHIBIT DRAWN BY: GLK CHECKED BY: GLK DATE: 12/16/16	THIS DOCUMENT AND ALL RELATED DIGITAL DRAWINGS, E-LEADERSHIPS, AND ELECTRONIC MEDIA PREPARED OR FURNISHED BY BAYER BECKER ARE THE PROPERTY OF BAYER BECKER AND ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. NO REPRODUCTION OR DISSEMINATION IN WHOLE OR IN PART, MAY BE MADE WITHOUT WRITTEN PERMISSION OF BAYER BECKER. ALL RIGHTS RESERVED.																			



Introduction: November 17, 2021
Effective Date: Next available date after passage

Agenda Item: **Motion**
To enter into contract with Prus Properties, LLC for the snow and ice removal services for the unaccepted streets at the Village of Classicway Subdivision Sections 4, 5, 6, 7, and 8.

Submitted By: Kenny Hickey

Scope / Description: The Village of Classicway Subdivision is required to perform snow and ice removal services and has requested to contract with Hamilton Township to provide those services.

Budget Impact: The Village of Classicway Subdivision will pay Hamilton Township \$150 per hour with a minimum of 1 hour per call-out.

Vote Required for Passage: 2 of 3



HAMILTON
TOWNSHIP

AGREEMENT FOR SNOW AND ICE REMOVAL FOR UNACCEPTED STREETS

I. PARTIES

THE PARTIES TO THIS AGREEMENT ARE THE BOARD OF TOWNSHIP TRUSTEES (Township) and
Prus Properties LLC, (the Developer), the DEVELOPER OF
Village of Classicway SUBDIVISION, (the Subdivision).

Please include the PHASE and STREET Names: Sections 4, 5, 6, 7 + 8
* Street names + Map attached

II. PURPOSE

The purpose of this agreement is to make provision for the removal of snow and ice from the streets as are shown upon the record plat of the Subdivision prior to the time of the acceptance of such streets by the County as part of the County or Township Road system if the Developer for whatever reason, does not want to remove the snow and ice in a timely manner from said streets.

III. AUTHORIZATION

Developer does hereby grant permission to the Township, as may be appropriate, to enter the Subdivision as may be necessary to perform such snow and ice removal upon all streets shown upon the plat of such subdivision and dedicated as public streets.

IV. REIMBURSEMENT OF COST OF SNOW AND ICE REMOVAL

The Township performing ice and snow removal from the aforesaid streets shall invoice the developer for the actual cost of such snow and ice removal. The Developer shall pay such invoice within thirty (30) days of the date of the same by check made payable to Hamilton Township.

As used herein, "actual cost" means any costs incurred due to the use of employees, materials, and equipment. Costs incurred due to the use of employees shall include wages, fringe benefits and employer PERS contributions. Costs incurred due to the use of materials shall be the costs incurred by Hamilton Township in purchasing such materials and based upon quantity of materials used. Costs incurred due to the use of equipment shall be based upon the standard rental rates within the community for the equipment used.

V. HOLD HARMLESS; INDEMNIFICATION; DEFENSE

The Developer does hereby agree to defend, indemnify, and hold the County or Township performing the snow and ice removal harmless from any and all such claims, suits, actions, injuries, damages, liabilities, costs, expenses, and attorneys' fees which may be occasioned by the County or Township performing the snow and ice removal within the aforesaid mentioned subdivision.

VI. DETERMINATION OF NECESSITY AND PRIORITY OF SNOW AND ICE REMOVAL

The County, or Township responsible for snow and ice removal within the Subdivision shall determine in its sole discretion the necessity of performing snow and ice removal within the Subdivision and the priority of performing snow and ice removal within the Subdivision.

VII. NO COMMON LAW ACCEPTANCE

The performance of snow and ice removal within the Subdivision by the County or Township, as may be applicable, is not intended nor should the performance of such snow and ice removal be construed as an act indicating the acceptance of the streets within the Subdivision as a part of the County or Township Road system and that such acceptance may only occur by formal resolution adopted by the County.

VIII. MODIFICATION; BINDING EFFECT; ENTIRE AGREEMENT

- A. This agreement may be modified only in writing and signed by both parties.
- B. This agreement shall be binding upon the successors and assigns of the parties hereto.
- C. This agreement represents the entire understanding of the parties and any oral discussions or representations not consistent with the terms of this agreement are of no force and effect.

Witness the hand of Joseph Prus, the developer of Village of Classicway Subdivision, on this 20th day of October, 2021.

Paul King
Witness

Joseph Prus
Developer

Milena Urc
Witness

Witness the hand _____, Hamilton Township on this _____ day of _____, 20_____.

Witness

Township Representative

Witness

Billing Address for the Developer:

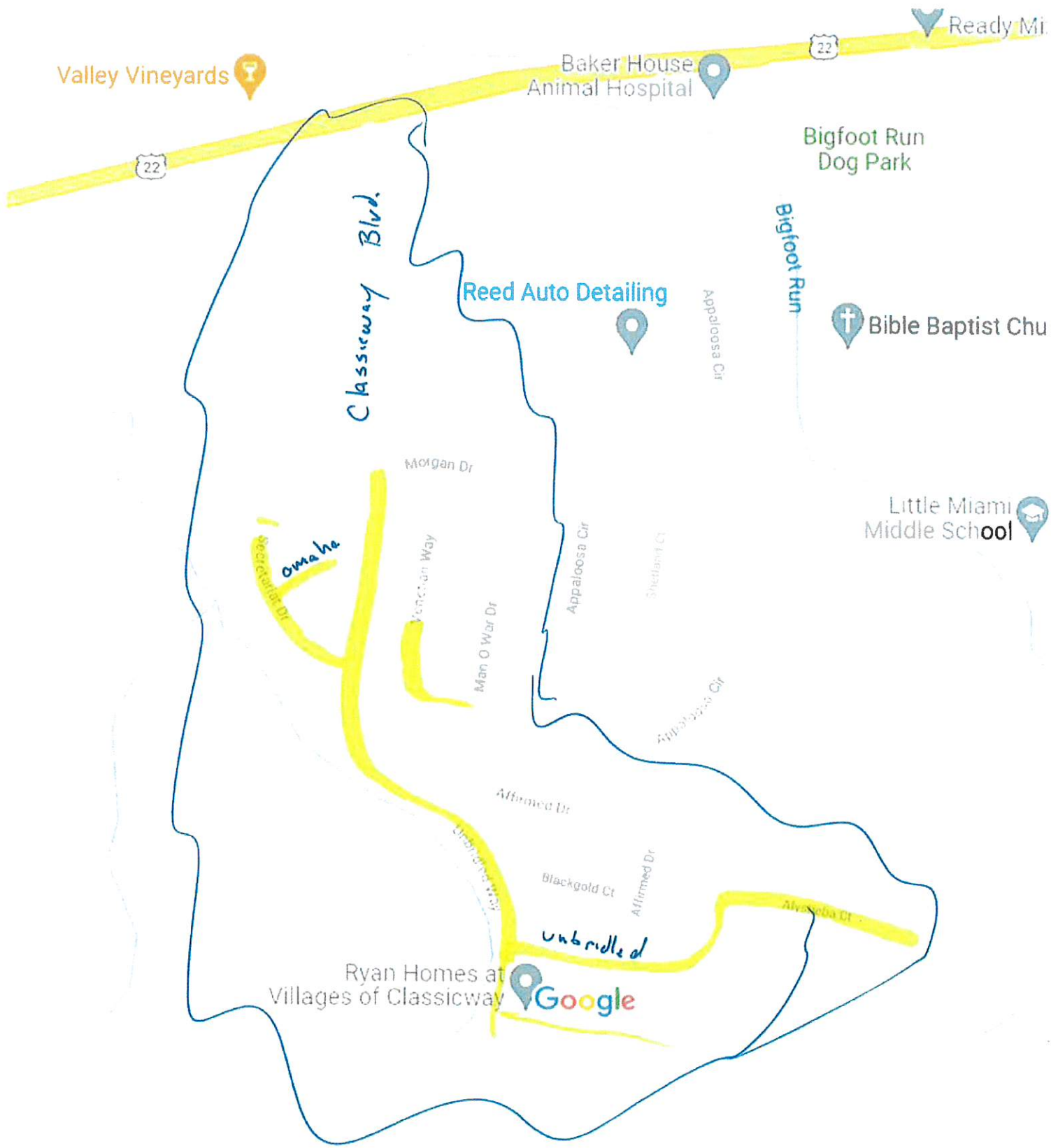
Street: 5325 Wooster P.Ke
City: Cincinnati State: OH Zip Code: 45140

Villages of Classicway	Prus Properties	Joseph Prus
Affirmed Drive	6	0.019
Alysheba Court	6	0.138
Aristides Court	Sec 7	0.260
Buchanan Drive	Sec 7	0.010
Classicway Boulevard	4	0.272
Classicway Boulevard	6	0.114
Classicway Boulevard	Sec 7	0.071
Classicway Boulevard	Sec 7B	Unbridled to Sir Barton
Man O' War Drive	4	0.022
Omaha Court	4	0.034
Secretariat Drive	4	0.128
Unbridled Way	6	0.229
Venetian Way	5	0.112

Montrosa Ct. Sec. 8

Azra Ct. Sec. 8


Sir Barton Dr. Sec. 8



Village of Classicway



The Village of Classicway



Introduction: November 17, 2021
Effective Date: Next available date after passage

Agenda Item: **Motion**
To enter into contract with Fisher Homes for the snow and ice removal services for the unaccepted streets at the Eagles Point Subdivision Sections 3 and 4.

Submitted By: Kenny Hickey

Scope / Description: The Eagles Point Subdivision is required to perform snow and ice removal services and has requested to contract with Hamilton Township to provide those services.

Budget Impact: The Eagles Subdivision will pay Hamilton Township \$150 per hour with a minimum of 1 hour per call-out.

Vote Required for Passage: 2 of 3



AGREEMENT FOR SNOW AND ICE REMOVAL FOR UNACCEPTED STREETS

I. PARTIES Eagles Point

THE PARTIES TO THIS AGREEMENT ARE THE BOARD OF TOWNSHIP TRUSTEES (Township) and Fischer Homes, (the Developer), the DEVELOPER OF Eagles Point SUBDIVISION, (the Subdivision).
Please include the PHASE and STREET Names: Eagle Boulevard and Englewood Court Section 3

II. PURPOSE

The purpose of this agreement is to make provision for the removal of snow and ice from the streets as are shown upon the record plat of the Subdivision prior to the time of the acceptance of such streets by the County as part of the County or Township Road system if the Developer for whatever reason, does not want to remove the snow and ice in a timely manner from said streets.

III. AUTHORIZATION

Developer does hereby grant permission to the Township, as may be appropriate, to enter the Subdivision as may be necessary to perform such snow and ice removal upon all streets shown upon the plat of such subdivision and dedicated as public streets.

IV. REIMBURSEMENT OF COST OF SNOW AND ICE REMOVAL

The Township performing ice and snow removal from the aforesaid streets shall invoice the developer for the actual cost of such snow and ice removal. The Developer shall pay such invoice within thirty (30) days of the date of the same by check made payable to Hamilton Township.

As used herein, "actual cost" means any costs incurred due to the use of employees, materials, and equipment. Costs incurred due to the use of employees shall include wages, fringe benefits and employer PERS contributions. Costs incurred due to the use of materials shall be the costs incurred by Hamilton Township in purchasing such materials and based upon quantity of materials used. Costs incurred due to the use of equipment shall be based upon the standard rental rates within the community for the equipment used.

V. HOLD HARMLESS; INDEMNIFICATION; DEFENSE

The Developer does hereby agree to defend, indemnify, and hold the County or Township performing the snow and ice removal harmless from any and all such claims, suits, actions, injuries, damages, liabilities, costs, expenses, and attorneys' fees which may be occasioned by the County or Township performing the snow and ice removal within the aforesaid mentioned subdivision.

VI. DETERMINATION OF NECESSITY AND PRIORITY OF SNOW AND ICE REMOVAL

The County, or Township responsible for snow and ice removal within the Subdivision shall determine in its sole discretion the necessity of performing snow and ice removal within the Subdivision and the priority of performing snow and ice removal within the Subdivision.

VII. NO COMMON LAW ACCEPTANCE

The performance of snow and ice removal within the Subdivision by the County or Township, as may be applicable, is not intended nor should the performance of such snow and ice removal be construed as an act indicating the acceptance of the streets within the Subdivision as a part of the County or Township Road system and that such acceptance may only occur by formal resolution adopted by the County.

VIII. MODIFICATION; BINDING EFFECT; ENTIRE AGREEMENT

- A. This agreement may be modified only in writing and signed by both parties.
- B. This agreement shall be binding upon the successors and assigns of the parties hereto.
- C. This agreement represents the entire understanding of the parties and any oral discussions or representations not consistent with the terms of this agreement are of no force and effect.

Witness the hand of _____, the developer of Eagles Point

Subdivision, on this 8 day of NOVEMBER, 2021.

[Signature]
Witness

[Signature]
Developer

Witness

Witness the hand _____, Hamilton Township on this

_____ day of _____, 20_____.

Witness

Township Representative

Witness

Billing Address for the Developer:

Street: _____

City: _____ State: _____ Zip Code: _____

LEGISLATIVE COVER MEMORANDUM

Introduction: November 17, 2021

Effective Date: Next available date

Agenda Item: **Resolution 21-1117**
A Resolution accepting public streets for maintenance and setting speed limits on Section One and Three “B”, in the Rivercrest Subdivision, Hamilton Township, dispensing with the second reading and declaring an emergency.

Submitted By: Kenny Hickey

Scope / Description: This will allow Hamilton Township to accept Section One and Three “B” of the Rivercrest subdivision from Warren County as Hamilton Township streets and establish the Township speed limit of 25 mph.

This Resolution is 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 provide an immediate establishment of a safe speed.

Budget Impact: \$0

Vote Required for Passage: 3 of 3

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:30 p.m. on November 17, 2021, 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 21-1117**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND
SETTING SPEED LIMITS ON SECTION ONE AND THREE "B", IN THE
RIVERCREST SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE
SECOND READING AND DECLARING AN EMERGENCY**

WHEREAS, Warren County Commissioners have accepted the following streets in the Rivercrest subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Section One (1) and Three "B" (3B) 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 Section One and Three "B" as shown on the attached Exhibit A of the Rivercrest subdivision for maintenance.

SECTION 2. The speed limit in Section One (1) and Three "B" (3B) of the Rivercrest 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 an 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 17th day of November 2021.

Attest:

Kurt E. Weber, *Fiscal Officer*

Approved as to form:

Benjamin J. Yoder, *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 November 17, 2021.

Date: _____

Kurt E. Weber, *Fiscal Officer*



November 4, 2021

Hamilton Township
Attn: Kenny Hickey
7780 South State Route 48
Hamilton Township, Ohio 45039

Re: Rivercrest Section One and Section Three, Phase B

Dear Hamilton Township,

Please be advised that the punch list items compiled by inspections for the above have been completed and inspected and found to be satisfactory per Warren County Engineer Regulations.

Your acceptance letter will allow this office to release bonds and turn the streets over for public maintenance.

Per Hamilton Township request, our office will e-mail a copy of the Survey Certificate and As-Builts (if required) to your office upon receipt as required prior to issuance of your acceptance letter.

Upon your Subdivision Inspector's report of our final review being acceptable and you concur then please send a letter or e-mail that you are willing to accept the street for public maintenance. In the same token we ask that the township forward any objections to our office within 30-days from the date of this letter.

Sincerely,

Neil F. Tunison, P.E., P.S.
Warren County Engineer

Jason Fisher

Jason Fisher
Subdivision Inspection

Cc: M/I Homes of Cincinnati, LLC, Attn: Zach Toeppen (E-Mail only)
Hamilton Twp – Brent Centers, Administrator (E-Mail only)
File

WARREN COUNTY ENGINEER'S OFFICE

ADMINISTRATION and ENGINEERING
210 W Main St. Lebanon, OH 45036
Telephone (513) 695-3301 Fax (513) 695-7714

HIGHWAY MAINTENANCE, PERMITS, and INSPECTION
105 Markey Rd. Lebanon, OH 45036
Telephone (513) 695-3336 Fax (513) 695-3323

LOT CURVE TABLE

Curve	Chain	Radius	Length	Chord	Offset
C1	1	100.00	100.00	100.00	0.00
C2	1	100.00	100.00	100.00	0.00
C3	1	100.00	100.00	100.00	0.00
C4	1	100.00	100.00	100.00	0.00
C5	1	100.00	100.00	100.00	0.00
C6	1	100.00	100.00	100.00	0.00
C7	1	100.00	100.00	100.00	0.00
C8	1	100.00	100.00	100.00	0.00
C9	1	100.00	100.00	100.00	0.00
C10	1	100.00	100.00	100.00	0.00
C11	1	100.00	100.00	100.00	0.00
C12	1	100.00	100.00	100.00	0.00
C13	1	100.00	100.00	100.00	0.00
C14	1	100.00	100.00	100.00	0.00
C15	1	100.00	100.00	100.00	0.00
C16	1	100.00	100.00	100.00	0.00
C17	1	100.00	100.00	100.00	0.00
C18	1	100.00	100.00	100.00	0.00
C19	1	100.00	100.00	100.00	0.00
C20	1	100.00	100.00	100.00	0.00
C21	1	100.00	100.00	100.00	0.00
C22	1	100.00	100.00	100.00	0.00
C23	1	100.00	100.00	100.00	0.00
C24	1	100.00	100.00	100.00	0.00
C25	1	100.00	100.00	100.00	0.00

CENTRI LINE CURVE TABLE

Curve	Chain	Radius	Length	Chord	Offset
C1	1	100.00	100.00	100.00	0.00
C2	1	100.00	100.00	100.00	0.00
C3	1	100.00	100.00	100.00	0.00
C4	1	100.00	100.00	100.00	0.00
C5	1	100.00	100.00	100.00	0.00
C6	1	100.00	100.00	100.00	0.00
C7	1	100.00	100.00	100.00	0.00
C8	1	100.00	100.00	100.00	0.00
C9	1	100.00	100.00	100.00	0.00
C10	1	100.00	100.00	100.00	0.00
C11	1	100.00	100.00	100.00	0.00
C12	1	100.00	100.00	100.00	0.00
C13	1	100.00	100.00	100.00	0.00
C14	1	100.00	100.00	100.00	0.00
C15	1	100.00	100.00	100.00	0.00
C16	1	100.00	100.00	100.00	0.00
C17	1	100.00	100.00	100.00	0.00
C18	1	100.00	100.00	100.00	0.00
C19	1	100.00	100.00	100.00	0.00
C20	1	100.00	100.00	100.00	0.00
C21	1	100.00	100.00	100.00	0.00
C22	1	100.00	100.00	100.00	0.00
C23	1	100.00	100.00	100.00	0.00
C24	1	100.00	100.00	100.00	0.00
C25	1	100.00	100.00	100.00	0.00

LEGEND

- Point of Beginning
- Point of Curvature
- Point of Tangency
- Point of Intersection
- Point of Vertical Intersection
- Point of Vertical Curvature
- Point of Vertical Intersection
- Point of Vertical Curvature
- Point of Vertical Intersection
- Point of Vertical Curvature



NOTES

1. PROPERTY DIMENSIONS AND AREA CALCULATIONS.
2. AREA OF EASEMENTS IS NOT TO BE CONSIDERED.
3. SEE PLAN FOR ALL EASEMENTS AND ALL CURVE DATA.
4. OCCUPANCY IN ORIGINAL SURVEY IS NOT TO BE CONSIDERED.
5. ALL CURVE DATA IS TO BE CHECKED ON THE GROUND.
6. ALL CURVE DATA IS TO BE CHECKED ON THE GROUND.
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9. ALL CURVE DATA IS TO BE CHECKED ON THE GROUND.
10. ALL CURVE DATA IS TO BE CHECKED ON THE GROUND.

TOPOG. PL. AREA NOTES

1. THE LATEST AND MOST ACCURATE TOPOGRAPHIC DATA IS TO BE USED.
2. THE TOPOGRAPHIC DATA IS TO BE USED AS A REFERENCE ONLY.
3. THE TOPOGRAPHIC DATA IS TO BE USED AS A REFERENCE ONLY.



99-71

bayer becker
 Surveyors
 3800 Tynesville Road, Suite A
 Mason, OH 45040 • 513.335.9000

RIVERCREST SECTION THREE, PHASE B
 PART OF VIRGINIA MILITARY SURVEY #1548
 HAMILTON TOWNSHIP
 WARREN COUNTY, OHIO
 OCTOBER, 2016
RECORD PLAT

No.	Revision Description	Date	Drawn	Chk.
1	PREPARED FOR WARREN COUNTY	05/25/16	SLT	BPJ



212



*Where Creativity
Meets Functionality*

Civil Engineers | Transportation Engineers | Landscape Architects | Planners | Land Surveyors

December 22, 2016

Mr. Neil F. Tunison, P.E., P.S.
Warren County Engineer
105 Markey Road
Lebanon, Ohio

Re: Rivercrest Section Three, Phase B

Dear Mr. Tunison:

This letter serves to notify you that all of the iron pins have been set as indicated on the record plat for Rivercrest Section Three, Phase B.

Should you have any questions, please call.

Sincerely,

Brian R. Johnson, P.S.



6900 Tylersville Road, Suite A
Mason, OH 45040
513-336-6600

110 South College Ave, Suite 101
Oxford, OH 45056
513-523-4270

1404 Race Street, Suite 204
Cincinnati, OH 45202
513-834-6151

209 Grandview Drive
Fort Mitchell, KY 41017
859-261-1113

<http://www.bayerbecker.com>

DEED REFERENCE
RECORDED IN THE PUBLIC RECORDS OF WARREN COUNTY, OHIO, VOLUME 14, PAGE 14-16-17-18-19-20-21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40-41-42-43-44-45-46-47-48-49-50-51-52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73-74-75-76-77-78-79-80-81-82-83-84-85-86-87-88-89-90-91-92.

ACRES
Table with columns: Line, Dimensions, Area. Rows 1-18.

LINE TABLE
Table with columns: Line, Dimensions, Distance. Rows 1-18.

LINE TABLE
Table with columns: Line, Dimensions, Distance. Rows 19-36.

CURVE TABLE
Table with columns: Curve, Radius, Length, Chord. Rows 1-4.

OWNER
ALL RIGHTS RESERVED BY THE STATE OF OHIO.
WARREN COUNTY, OHIO
COUNTY ENGINEER

GENERAL NOTES
1. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE STATE OF OHIO.
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WARREN COUNTY, OHIO
COUNTY ENGINEER

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ALL RIGHTS RESERVED BY THE STATE OF OHIO.
WARREN COUNTY, OHIO
COUNTY ENGINEER

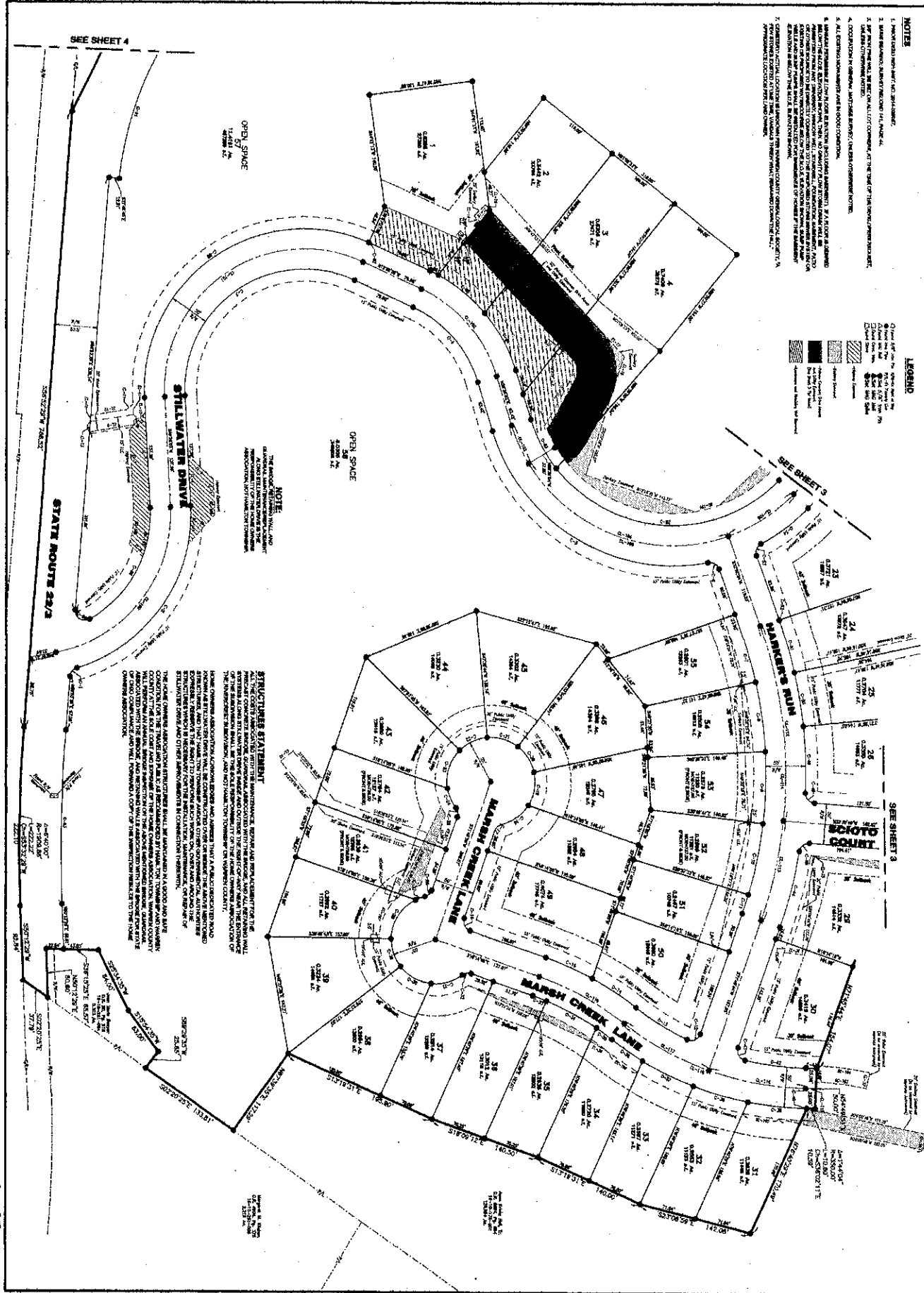
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APPROVALS
WARREN COUNTY REGIONAL PLANNING COMMISSION
COUNTY ENGINEER
COUNTY COMMISSIONERS
COUNTY AUDITOR
COUNTY RECORDER
HAMILTON TOWNSHIP ZONING DIRECTOR
WARREN COUNTY REGIONAL PLANNING COMMISSION
COUNTY ENGINEER
COUNTY COMMISSIONERS
COUNTY AUDITOR
COUNTY RECORDER
HAMILTON TOWNSHIP ZONING DIRECTOR



90-97

1800 Tyburnville Road, Suite A
 Mansfield, OH 44840 - 513.338.8800

RIVERCREST SECTION ONE
 PART OF VIRGINIA MILITARY SURVEY #1648
 HAMILTON TOWNSHIP
 WARREN COUNTY, OHIO
 OCTOBER, 2014
RECORD PLAT

Roll	Reel	Section	Date	Chpt.	Crk.
1	1	1	07-26-95	52K	BLK
2	1	1	07-27-95	52K	BLK
3	1	1	07-28-95	52K	BLK



*Where Creativity
Meets Functionality*

Civil Engineers | Transportation Engineers | Landscape Architects | Planners | Land Surveyors

February 23, 2016

Mr. Neil F. Tunison, P.E., P.S.
Warren County Engineer
105 Markey Road
Lebanon, Ohio

Re: Rivercrest Section One

Dear Mr. Tunison:

This letter serves to notify you that all of the iron pins have been set as indicated on the record plat for Rivercrest Section One.

Should you have any questions, please call.

Sincerely,

Brian R. Johnson, P.S.



6900 Tylersville Road, Suite A
Mason, OH 45040
513-336-6600

110 South College Ave, Suite 101
Oxford, OH 45056
513-523-4270

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