



HAMILTON TOWNSHIP

HAMILTON TOWNSHIP ADMINISTRATION

Darryl Cordrey – *Board Chair*
Joe Walker – *Trustee*
Joe Rozzi – *Trustee*
James Hunter- *Fiscal Officer*

7780 South State Route 48
Maineville, Ohio 45039
Phone: (513) 683-8520
Fax: (513) 683-4325

Township Administrator
Brent Centers
(513) 239-2372

Finance Coordinator
Ellen Horman
Phone: (513) 239-2377

Human Resources
Kellie Krieger
Phone: (513) 239-2461

**Economic Development
and Zoning**
Alex Kraemer
Phone: (513) 683-8520

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

Police Department
Scott Hughes – Police Chief

7780 South State Route 48
Maineville, Ohio 45039
Phone: (513) 683-0538

Fire and Emergency Services
Brian Reese – Fire Chief

69 West Foster-Maineville Rd.
Maineville, Ohio 45039
Phone: (513) 683-1622
(513) 899-1967

TRUSTEE MEETING AGENDA 12/18/2019

1:00 PM

- Roll Call
- Pledge of Allegiance

Employee Recognition

- Administration:
 - Employee Recognition
- Police:
 - Employee of the Year
 - Removal of Intoxicated Driver (R.I.D.)
- Public Works:
 - Employee of the Year
- Fire & EMS:
 - Employee of the Year
 - Service Recognition

(10 minute recess)

Public Comments - General

New Business

- Approve of the Clerk's Journal and Accept the tapes as the Official Minutes of the December 4, 2019 Township Trustee Meeting
- Bills before the Board
- Motion: 2020 Volunteer Firefighter's Dependent Fund appointment
- Motion: Enter into Contract with King Bros. Salvage for demolition services
- Motion: Turner Construction Committee appointment
- Resolution 19-1218: Tax Increment Financing for 21 parcels

Administrator's Report

- Fiscal Report

Trustee Comments

Adjournment

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

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

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

Hamilton Township Trustees Meeting

December 4, 2019

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

The *Pledge of Allegiance* was recited by all in attendance.

Motion made by Mr. Cordrey with a second by Mr. Walker to approve of the clerk's journal and accept the tapes as the Official Meeting Minutes of the November 20, 2019 Trustee Meeting.

Roll call as follows:

Darryl Cordrey	Yes
Joe Walker	Yes
Joe Rozzi	Yes

Motion made by Mr. Cordrey with a second by Mr. Walker to approve Payroll for pay cycle November 3, 2019 – November 16, 2019, Electronic Fund Transfer Direct Deposit Vouchers 1173349627 – 1173349699 and 1173350033 - 1173350036.

Roll call as follows:

Darryl Cordrey	Yes
Joe Walker	Yes
Joe Rozzi	Yes

Motion made by Mr. Cordrey with a second by Mr. Walker to approve the withholding payments for payment cycle November 3, 2019 – November 16, 2019, checks numbered 31241137 – 31241160 and 31241169 – 31241171.

Roll call as follows:

Darryl Cordrey	Yes
Joe Walker	Yes
Joe Rozzi	Yes

Motion made by Mr. Cordrey with a second by Mr. Walker to approve billing invoices for payment cycle November 25, 2019 – November 29, 2019, checks numbered 80870 - 80877.

Roll call as follows:

Darryl Cordrey	Yes
Joe Walker	Yes
Joe Rozzi	Yes

Motion made by Mr. Cordrey with a second by Mr. Walker to approve billing invoices for payment cycle December 2, 2019 – December 6, 2019, checks numbered 80878 – 80913 and void Paycor check 28989174.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Walker	Yes
	Joe Rozzi	Yes

Public Comments- Agenda Related

Mr. Cordrey opened the floor to public comments related to agenda items, at 6:32 pm.

No comments were made therefore Mr. Cordrey closed the floor to public comments at 6:32 pm.

Human Resources

Human Resources Manager Ms. Kellie Krieger requested a motion to hire Ethan Sparks as a co-op Fire Fighter at the rate of \$10/hr based on the successful completion of his CVSA. Mr. Cordrey made a motion with a second from Mr. Walker to approve the above mentioned roster update.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Walker	Yes
	Joe Rozzi	Yes

Ms. Krieger requested a motion to move Joshua Parker from a Service Worker 1 to Service Worker 2 effective November 26, 2019 based on the completion of all Service Worker 2 requirements. Mr. Parker's pay rate will increase to \$17.25/hr. It was previously \$16.50/hr.

Mr. Cordrey made a motion with a second from Mr. Walker to approve of the above mentioned roster update.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Walker	Yes
	Joe Rozzi	Yes

Ms. Krieger requested a motion for Police Chief, Scott Hughes, to post three additional Police Officer positions within the next seven business days. This posting will stay advertised for thirty days.

Mr. Cordrey asked if this is the result of the levy passing to add three additional bodies to the department.

Mr. Rozzi asked if they are all road officers?

Mr. Centers stated that these are all patrol officers.

Mr. Cordrey made a motion with a second from Mr. Walker to approve the Police Officer job posting for thirty days.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Walker	Yes
	Joe Rozzi	Yes

Township Business

-Motion: Enter into contract with GT Environmental

This motion is to consider entering into contract with GT Environmental Services for related EPA notice/violation for the landfill at Mounts Park. This contract will provide a scope of service and schedule to deliver to the EPA which is due by December 17, 2019. GT Environmental will also perform grant writing for a Brown Field grant and pursue other funding streams. They will assist with filing permits and work with the Army Corp of Engineers. The budget impact is not to exceed \$8,000.00.

Mr. Centers stated that this will be a partnership with LJB Engineering and us. LJB was re-writing or re-doing our Rule Thirteen since they did it in the past and we did not receive it. They are doing this at no charge. They will be teaming with GT Environmental who has a very good record of accomplishment for getting those approved. We are also required to submit a schedule to the Ohio EPA. That is due by December 17th and once that is submitted, as long as we are sticking to our timeline, the EPA will give us leniency showing that we are moving forward. GT Environmental will be giving that scope along with the Brown Field grant and other funding mechanisms that they have had success with in the past.

Mr. Cordrey asked if the impact amount comes out of the \$80,000 in the 2020 budget that was set aside for Mounts Park?

Mr. Centers stated that is correct. We will request this to be invoiced in 2020 so it will be the first of that eighty thousand dollars.

Mr. Cordrey made a motion with a second from Mr. Walker to enter into contract with GT Environmental Services.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Walker	Yes

Joe Rozzi

Yes

-Motion: Enter into contract with Village of Classicway Subdivision for snow removal
This motion is to consider entering into contract with the Village of Classicway for snow removal services. They are required to form snow removal services for the roads that have not been turned over to the township. They have requested Hamilton Township to provide these services. They will pay a minimum of \$150.00 per one-hour call out.

Mr. Rozzi asked how many hours it typically takes to do the snow removal and if they do it at the same time as other subdivisions? In addition, how is the time logged?

Mr. Hickey responded that they would do these streets when the side roads are being plowed. It varies on the amount of snowfall. It usually takes a couple of hours. The hours are logged via the road crew's tablets. They clock in and clock out when they enter/exit a subdivision.

Mr. Cordrey asked if they have a priority for snow removal? Mr. Hickey stated that they will be priority two roads.

Mr. Walker asked if this will include salting the roads as well or is that extra? Mr. Hickey replied that salt is included.

Mr. Centers explained that the clock in/ clock out measure was just implemented with the tablets this year to keep time keeping official.

Mr. Rozzi asked how much salt is typically laid in this area? Mr. Hickey explained that these are short sections so probably less than a ton.

Mr. Cordrey made a motion with a second from Mr. Walker to enter into contract with the Village of Classicway subdivision for snow removal services.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Walker	Yes
	Joe Rozzi	Yes

-Motion: Enter into contract with Turning Leaf Subdivision for snow removal
This motion is to consider entering into contract with the Turning Leaf Subdivision for snow removal services. They are required to form snow removal services for the roads that have not been turned over to the township. They have requested Hamilton Township to provide these services. They will pay a minimum of \$150.00 per one-hour call out.

Mr. Cordrey made a motion with a second from Mr. Walker to enter into contract with the Turning Leaf subdivision for snow removal services.

Roll call as follows: Darryl Cordrey Yes
Joe Walker Yes
Joe Rozzi Yes

-Resolution 19-1204: Accepting Section 15 of Miami Bluffs Subdivision for maintenance and establishing a speed limit.

This resolution is for accepting public streets for maintenance and setting speed limits in section 15 of the Miami Bluffs Subdivision, Hamilton Township, Warren County, Ohio and dispensing of the second reading and declaring an emergency. This will allow Hamilton Township to accept Section 15 as Hamilton Township roads and establish a township speed limit of 25 miles per hour. We are declaring an emergency for the immediate preservation of peace, health and safety/welfare of Hamilton Township residents with a maximum safe speed for that subdivision.

Mr. Rozzi questioned if it currently has a speed limit?

Mr. Centers explained that it does currently have a speed limit and that will not change. All subdivision speed limits are currently 25 miles per hour. In the past, Mr. Hickey just signs off on accepting the subdivisions after he goes through a full punch list with the Road Supervisor and the county. Moving forward, we will accept roads via resolution. This will be the first one that the Board of Trustees will accept. Since it is being declared an emergency, it does require a unanimous vote to pass. If it does not pass with a unanimous vote, it will be thirty days before it goes into effect. In the meantime, there would officially be no speed limit on that road and that is why it would be a liability.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 19-1204.

Roll call as follows: Darryl Cordrey Yes
Joe Rozzi Yes
Joe Walker Yes

-Resolution 19-1204A: Increase of Appropriations (General)

This is a resolution authorizing and approving an increase in township appropriations in the general fund to reconcile budgets for calendar year 2019. This money is the result of donations of \$675 for the Christmas Tree Lighting Celebration. This appropriation allows money to be spent out of that fund for this event.

Mr. Cordrey asked if this is just basically money in and money out to which Mr. Centers responded that is correct and these are all donations; no taxpayer dollars were spent on the event.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 19-1204A.

Roll call as follows: Darryl Cordrey Yes
Joe Rozzi Yes
Joe Walker Yes

-Resolution 19-1204B: Zoning Moratorium

This resolution is to enact a one-year moratorium on the issuance of zoning related permits and approvals for the principle and conditional use of land for hemp related purposes dispensing with the second reading and declaring an emergency.

Mr. Centers explained that this was added to the agenda a little late. There was mention of CBD oil/ hemp related/ marijuana dispensaries going in around the township and asked what our zoning was for that. Now that the state has declared their definition and their laws on it, we do not have anything in our zoning code to approve or deny it. We believe at this point that we would have to approve them because there are no regulations to deny it. Therefore, for that reason we are requesting a one-year moratorium to allow us to take it to our Zoning Commission to review it and maybe set some parameters.

Mr. Rozzi asked how quickly this could go before zoning?

Law Director, Ben Yoder, stated that theoretically in could go before Zoning Commission pretty quick. Within 30, 60 or 90 days even but they would have a whole year to study it. During the moratorium, the township is prohibited from accepting any applications for anything related to zoning.

Mr. Rozzi clarified that because this is new we are just looking for guidelines. CBD oil and marijuana are two different things as one is legal and one is not, so does the state look at them as two different things?

Mr. Yoder explained that the state views marijuana criminal and CBD oil as legal.

Mr. Rozzi asked how the state looks at CBD oil with THC compared to medicinal marijuana?

Mr. Yoder clarified that it is completely different. CBD oil can be sold on the shelves at Kroger. This moratorium does not prevent Kroger or any gas station that might want to sell CBD oils from doing so. It prevents any place that would sell it as their principle or conditional purpose from doing that. Essentially, it prevents CBD oil retail stores that are popping up across Cincinnati, from selling them. Kroger or gas stations are considered accessory uses so they can have it on their shelves.

Mr. Centers gave an example that there is a location in the township that sells it and that will not be taken away from them.

Mr. Walker asked what exactly this means?

Mr. Yoder stated that no one could directly open a CBD shop until it is decided how or if, they would like to regulate it.

Mr. Walker asked if it is already on shelves than how can we say no to anyone.

Mr. Centers responded that this moratorium pertains to direct stores whose primary purpose is to sell CBD oil or any hemp related items.

There was questioning about the medical marijuana processes and it was determined that that is a separate topic that the last Board of Trustees addressed.

Mr. Centers stated that we will not sit on this. We will get it off to zoning soon.

Mr. Walker expressed that he would like to see the time shortened. One year seems like an awfully long time.

Mr. Centers conferred with Mr. Kraemer about this topic going to zoning soon and Mr. Kraemer believes that it is a reasonable request and we can get it before the Zoning Commission Board in possibly in January.

Mr. Centers proposed keeping the length at one year but knowing that it would be researched and discussed in a reasonable time.

Mr. Rozzi asked what other municipalities are doing for zoning regulations.

Mr. Yoder discussed Anderson Township and said that they have decided to not put regulations on it so they have a few stores there. A few of his clients are considering the idea of locational restrictions. For instance, nothing within a thousand feet of each other so you do not end up with a strip mall of just CBD stores. They are also exploring the idea of keeping them certain distances from schools or libraries. This is a new use so many places are looking into whether there could be adverse secondary effects or if anything really requires zoning regulations.

Mr. Rozzi asked if it is too new to have any idea of concerns with not placing zoning regulations?

Mr. Yoder explained that he is not aware of any adverse effects yet.

Mr. Cordrey asked if there were permits or anything required from the county or of that nature? Mr. Yoder explained that CBD oil is considered a retail item. Now the medical marijuana that was questioned requires licensure and is highly regulated.

Mr. Centers replied that it will be in front of the Zoning Commission in January and it is important to note that because we are declaring this an emergency, it goes into effect immediately and requires a unanimous vote. If not, it would give us thirty days and if anyone applied for this, we would be required to grant the approval.

Mr. Rozzi asked if anyone has applied.

Mr. Yoder stated that there has been interest in a few businesses. There have been inquiries but no one has applied.

Mr. Rozzi stated that he does not know enough about it and would be fine with the moratorium but he also does not want to see a business walk away from Hamilton Township because we are sitting on something. If we can expedite this, that would be nice.

Mr. Centers explained that if this is passed tonight, we will pull information from other townships to see what they are doing and bring it to zoning. We are not in the market for driving business away from our township.

Mr. Walker stated that we are about bringing business to the township. If we do not allow it here, they will go to surrounding areas.

Mr. Cordrey reminded everyone that it was discussed that even if the moratorium is put into effect, it can be amended at any time.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 19-1204B.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Rozzi	Yes
	Joe Walker	Yes

Jim Hunter, Fiscal Officer

Nothing to report at this time.

Administrator's Report

Mr. Centers mentioned the second annual Christmas Tree Lighting Celebration here at the Administration building from 4-6pm this coming Saturday the 7th. There will be free hot dogs, popcorn, cookies, hot chocolate, a hospitality tent, Santa and Mrs. Claus will be inside, accompanied by the Grinch. All will be escorted in by our Fire Department. The police department will have a show as well. There will be something to do throughout the entire two hours. There has been a lot of work put into this and will be a nice event.

Mr. Rozzi mentioned that a number of business both in the township and out of the township stepped up to help with this event.

Mr. Centers continued that there will be a petting zoo and there will be a fireworks display after the tree lighting. We surprised everyone with that last year and got a lot of complaints so we will post a PSA that there will be fireworks that evening.

Mr. Centers discussed the levy discrepancy from the funding we received that was certified. Last meeting it was not explained well because he was still in communication with the county. They certify 100% of the levy funds, we receive 97% of the levy funds and that 3% is for anyone who is delinquent in their taxes. Essentially it is just a buffer for the county.

Mr. Rozzi asked if we will ever get that difference?

Mr. Centers stated that if 100% of people paid their taxes, we would get that 3% difference. If they don't that buffer is there for Warren County so they are made whole.

Finally, Duke Energy will be setting another transformer at the substation across the street from the Admin building. That will double the capacity, which will be very beneficial to the township and development. We will start to see some surveyors but it should not affect landscaping or access on 48, as it will be installed on the backside of the substation. They will start construction in August 2020 and will be completed by January 2021. We requested and they have agreed, to run as many lines underground as possible. There will be a couple overhead though.

Public Comments

Mr. Cordrey opened the floor to general public comments at 6:57 pm.

No comments were made; therefore, Mr. Cordey closed the floor to public comments at 6:57 pm.

Trustee Comments

Mr. Cordrey reminded that the next meeting on the 18th will be at 1:00pm. We will be doing year-end employee recognition. The first meeting in January will also be held on Thursday January 2, 2020 at 6:30 pm. He extended a thank you to everyone who has helped with the tree lighting event this year. It should be a great event. He acknowledged that Shooter's finally opened and he encouraged everyone to check out one of our newest businesses.

Executive Session

Mr. Cordrey made a motion to go into Executive Session at 6:59 pm in reference to O.R.C. 121.22 (G) (2). To consider the sale or other disposition of public property. There was a second from Mr. Walker.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Walker	Yes
	Joe Rozzi	Yes

Mr. Cordrey made a motion with a second from Mr. Walker to come out of Executive Session at 7:30 pm.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Walker	Yes
	Joe Rozzi	Yes

Adjournment

With no further business to discuss, Mr. Cordrey made a motion with a second from Mr. Walker to adjourn at 7:30 pm.

Roll call as follows:	Darryl Cordrey	Yes
	Joe Walker	Yes
	Joe Rozzi	Yes

LEGISLATIVE COVER MEMORANDUM

Introduction: December 18, 2019

Effective Date: Next available date after passage

Agenda Item: **Motion**
To appoint Darryl Cordrey, Joe Rozzi, Brent Centers, Brian Reese, and Justin Cormany to the 2020 Volunteer Firefighters' Dependents Fund Committee.

Submitted By: Brent Centers

Scope / Description: This will appoint Mr. Cordrey and Mr. Rozzi to the 2020 Volunteer Firefighters' Dependents Fund as the Legislative members of the Committee along with Chief Brian Reese as the Chair, Brent Centers as the Secretary, and Justin Cormany as a member.

This Committee is administered by the Ohio Department of Commerce as set forth by Ohio Revised Code Chapter 146. This provides monthly benefits made eligible to claimants such as surviving spouses and dependent children of firefighters killed while discharging the duties of a volunteer firefighter and volunteer firefighters totally and permanently dismembered while discharging duties of the same.

Budget Impact: \$0

Vote Required for Passage: 2 of 3



**Department
of Commerce**

Mike DeWine, Governor
Jon Husted, Lt. Governor

Division of State Fire Marshal

Sheryl Maxfield, Director



F83017

December 2, 2019

VFDF - HAMILTON TOWNSHIP FIRE RESCUE (Warren County)

Hunter, James. Fiscal Officer

7780 SOUTH ST RT 48

HAMILTON TWP, OH 45039

The Volunteer Firefighters' Dependents Fund (VFDF) is administered by the Ohio Department of Commerce, Division of State Fire Marshal, as set forth by Ohio Revised Code (O.R.C.) Chapter 146. Monthly benefits from the VFDF are made to eligible claimants such as surviving spouses and dependent children of firefighters killed while discharging the duties of a volunteer firefighter and volunteer firefighters totally and permanently disabled while discharging the duties of a volunteer firefighter.

In accordance with O.R.C. 146.02(A), each political subdivision or fire district that has a fire department which employs firefighters on either a non-pay or part-pay basis (who are ineligible to be a member of the Ohio police and fire pension fund) is a member of the VFDF.

As part of the VFDF, each member must establish a VFDF Board and pay an assessment when the fund is reduced to ninety-five percent or less of its basic capital account. (O.R.C. 146.09). Assessments are based on the current assessed property valuation of such political subdivision or fire district member.

Current assessed property valuations must be remitted to the Ohio Department of Commerce no later than **Jan. 31** annually.

Please remit to the Department of Commerce the attached Current Assessed Valuation Form and Volunteer Firefighters' Dependents Fund Certificate of Annual Election of Board Members form **by Jan. 31**. If you have any questions feel free to contact Senior Financial Analyst, Ashley Campbell, at 614-752-7122 or email commercegrant@com.state.oh.us. O.R.C. 146 may be accessed at <http://codes.ohio.gov/orc/146>.

Thank you,

Jeff Hussey,
State Fire Marshal

Encs. 2 (To be returned.)

Current Assessed Valuation Form;

Volunteer Firefighters' Dependents Fund Certificate of Annual Election of Board Members Form

LEGISLATIVE COVER MEMORANDUM

Introduction: December 18, 2019

Effective Date: Next available date after passage

Agenda Item: **Motion**
A motion to enter into Contract with King Bros. Salvage to dismantle the dilapidated barn on the public property of Marr Park.

Submitted By: Brent Centers

Scope / Description: This company will dismantle and remove the barn components to the ground. They will leave any cement and stone which will be cleaned up and used by our Public Works Department.

King Bros. Salvage will pay the Township \$1,500 to provide this service and keep any materials retrieved from the barn during this process.

Budget Impact: \$0

Vote Required for Passage: 2 of 3

CONTRACTORS INVOICE

King Bros. Salvage
3699 N Mineral Spring RD.
Greens Fork IN 47345

WORK PERFORMED AT:

TO: Hamilton Township

914 Nunner RD
Maineville Ohio

DATE: 12-2-19 YOUR WORK ORDER NO. OUR BID NO.

DESCRIPTION OF WORK PERFORMED

King Bros. will dismantle old barn at above address.
King Bros. will take barn down to the ground except for
any cement or stone foundations which will be left either
as they are or whatever damage may occur. All wood or debris
that we cannot use will stay within perimeter of barn.
Clean-up will not be King Bros. responsibility.

Payment of \$1500. will be made on start date, or when we
start the job. King Bros. will try to do job in a timely manner,
approx. 2 wks. from start to finish. Project could potentially
be done in winter month of early 2020.

Carol K King

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work, and was completed in a substantial workmanlike manner for the agreed sum of King Bros. will pay \$1500 Dollars (\$ 1500).

This is a Partial Full Invoice due and payable by: _____
Month _____ Day _____ Year _____
in accordance with our Agreement Proposal No. _____ Dated _____
Month _____ Day _____ Year _____

LEGISLATIVE COVER MEMORANDUM

Introduction: December 18, 2019

Effective Date: Next available date after passage

Agenda Item: **Motion**
To appoint and keep Joe Walker as a representative of the Board of Trustees on the Turner Construction Station 76 Committee through the completion of Station 76.

Submitted By: Darryl Cordrey

Scope / Description: This will keep Mr. Walker on the Committee that meets on a bi-weekly basis regarding updates and decisions surrounding the current construction of Fire Station 76.

Mr. Walker has added great value to the committee through his experience and background in construction and the Board of Trustees wish for him to continue his service on this Committee through the completion of Fire Station 76.

Budget Impact: \$0

Vote Required for Passage: 2 of 3

LEGISLATIVE COVER MEMORANDUM

Introduction: December 18, 2019

Effective Date: Next available date after passage

Agenda Item: **Resolution 19-1218**
DECLARING THE IMPROVEMENTS TO CERTAIN REAL PROPERTY LOCATED IN HAMILTON TOWNSHIP, WARREN COUNTY, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH IMPROVEMENTS TO BE EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS THEREOF TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; DESIGNATING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE THAT WILL DIRECTLY BENEFIT THE REAL PROPERTY; ESTABLISHING A PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SERVICE PAYMENTS; AND AUTHORIZING COMPENSATION AGREEMENTS WITH THE BOARD OF EDUCATION OF THE LITTLE MIAMI LOCAL SCHOOL DISTRICT AND THE BOARD OF EDUCATION OF THE WARREN COUNTY CAREER CENTER, DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY.

Submitted By: Brent Centers

Scope / Description: This is a Resolution sets a 30 year TIF District over specific parcels in the general Hoptown area from the corner of State Route 22/3 and State Route 48 to East Grandin Road.

This legislation has been distributed to the Little Miami Board of Education and the Warren County Career Center Board of Education with no formal dispute.

By passing this legislation via Emergency Resolution, the TIF District will encapsulate *Shooters* granting additional revenue into the district.

Budget Impact: \$0

Vote Required for Passage: 3 of 3

The Board of Township Trustees of Hamilton Township, County of Warren, Ohio, met at its regular, 6:30pm meeting on December 18, 2019, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey - Trustee, *Board Chair*
Joe Walker – Trustee, *Vice Chair*
Joseph P. Rozzi – *Trustee*

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 19-1218**

DECLARING THE IMPROVEMENTS TO CERTAIN REAL PROPERTY LOCATED IN HAMILTON TOWNSHIP, WARREN COUNTY, OHIO TO BE A PUBLIC PURPOSE; DECLARING SUCH IMPROVEMENTS TO BE EXEMPT FROM REAL PROPERTY TAXATION; REQUIRING THE OWNERS THEREOF TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES; DESIGNATING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE THAT WILL DIRECTLY BENEFIT THE REAL PROPERTY; ESTABLISHING A PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SERVICE PAYMENTS; AND AUTHORIZING COMPENSATION AGREEMENTS WITH THE BOARD OF EDUCATION OF THE LITTLE MIAMI LOCAL SCHOOL DISTRICT AND THE BOARD OF EDUCATION OF THE WARREN COUNTY CAREER CENTER, DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY.

WHEREAS, in accordance with Ohio Revised Code Sections 5709.73 through 5709.75, Hamilton Township, Warren County, Ohio (the “Township”) has determined to implement a tax increment financing program to facilitate the development of certain real property located within the territorial boundaries of the Township (the “Project”); and

WHEREAS, several separate parcels of real property (as depicted and described in Exhibit A attached hereto and incorporated herein by this reference), will be developed as commercial properties (the “TIF Site”); and

WHEREAS, the development of commercial properties in the Township will benefit the Township and its residents by creating economic opportunities, enlarging the property tax base, and stimulating collateral development in the Township; and

WHEREAS, by providing public infrastructure improvements, as that term is defined in Ohio Revised Code Sections 5709.40(A)(8) and 5709.73(A)(6) (as more fully described on Exhibit B attached hereto and incorporated herein by this reference, the “Public Infrastructure Improvements”), the Township may facilitate the development of commercial properties for the benefit of the TIF Site, including, without

limitation, by facilitating the financing, acquisition, and construction of the Public Infrastructure Improvements; and

WHEREAS, Ohio Revised Code Sections 5709.73, 5709.74, and 5709.75 provide for the use of township tax increment financing to pay the costs of Public Infrastructure Improvements, which costs may include, without limitation: (i) the payment for or reimbursement of costs of the Public Infrastructure Improvements incurred by the Township, or any other public or private party in cooperation with the Township, and (ii) payment of debt service (the "Debt Service") on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements; and

WHEREAS, Ohio Revised Code Sections 5709.73, 5709.74, and 5709.75 provide that this Board of Trustees may, among other things, (a) declare the improvement to real property located in the Township to be a public purpose, thereby exempting such improvement from real property taxation for a period of time, (b) specify public infrastructure improvements to be made to benefit the TIF Site, (c) require the owner or owners of those parcels to make service payments in lieu of taxes, and (d) establish a public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, the Township desires to grant a one hundred percent (100%) exemption from real property taxation for a period of thirty (30) years (the "TIF Exemption") for each improvement to the TIF Site (as defined in Section 1 hereof, the "Improvement"); and

WHEREAS, the Township has determined that it is necessary and appropriate and in the best interests of the Township to require the owners of the parcels included in the TIF Site and their heirs, successors and assigns (collectively, with their heirs, successors and assigns, as owners of the TIF Site, the "Owners") to make service payments in lieu of taxes (as defined in Section 1 hereof, the "Service Payments") with respect to the Improvement pursuant to Ohio Revised Code Section 5709.74; and

WHEREAS, the Little Miami Local School District and the Warren County Career Center have each received notice of the TIF Exemption and the proposed text of this Resolution in advance of the date on which this Resolution is being adopted, in accordance with Ohio Revised Code Sections 5709.73 and 5709.83; and

WHEREAS, the Little Miami Local School District has not certified a resolution to this Board of Trustees in accordance with Ohio Revised Code Section 5709.73(D);

NOW, THEREFOR, BE IT RESOLVED, that this Resolution constitutes and is hereby declared an emergency measure necessary for the immediate preservation of the public health, safety and general welfare, and for the further reason that the Board desires the TIF Exemption, as defined below, to be effective within the current calendar year with respect to a particular parcel in order to maximize the amount of Service Payments available to pay the costs of public infrastructure improvements in order to protect the public morals, safety, and health, and to promote the public convenience and common good of the Township; and

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

SECTION 1. Authorization of TIF Exemption. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.73(B), this Board of Trustees hereby finds and determines that one hundred percent (100%) of the increase in assessed value of each parcel (as it may be subdivided or combined in connection with the acquisition or development of a parcel) comprising the TIF Site (the "Exempted Property") subsequent to the effective date of this Resolution (which increase in assessed value is hereinafter referred to as the "Improvement," as defined in Ohio Revised Code Section 5709.73(A)(2)) is declared to be a public purpose. Pursuant to and in accordance with Ohio Revised Code Section 5709.73(G), the Improvement with respect to each parcel shall be exempt from real property taxation (the "TIF Exemption") for a period commencing with the first day of the tax year in which there is a building or structure on the parcel exceeding Two-Hundred Thousand Dollars (\$200,000.00) in true value that appears on the tax list and duplicate of real and public utility property and ending for a parcel on the thirtieth (30th) anniversary of such date or the date the Public Infrastructure Improvements (as defined in the TIF Resolution) are paid in full, whichever occurs first. After the TIF Exemption becomes effective, such TIF Exemption shall apply with respect to any parcel when the Improvement to such parcel is made and an exemption therefor is claimed in the manner provided for hereinabove.

SECTION 2. Payment of Service Payments. As provided in Ohio Revised Code Section 5709.74, but only after the TIF Exemption is effective, the Owner of a parcel comprising Exempted Property shall be required to, and shall make, service payments in lieu of taxes with respect to the Improvement allocable thereto to the County Treasurer on or before the final due dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against such parcel as if it were not exempt from taxation pursuant to Section 1 hereof. If any reduction in the levies otherwise applicable to such parcel is made by the County budget commission under Ohio Revised Code Section 5705.31, the amount of the service payment in lieu of taxes shall be calculated as if the reduction in levies had not been made. Any late payments of service payments in lieu of taxes shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto (the "Penalties and Interest"). Each Owner shall make any other payments in respect of such parcel which are received by the County Treasurer in connection with any reduction required by Ohio Revised Code Section 319.302, as the same may be amended from time to time, or any successor provisions thereto (the "Property Tax Rollback Payments," together with the service payments in lieu of taxes and the "Penalties and Interest," are collectively referred to herein as the "Service Payments"). The Service Payments shall be allocated and distributed in accordance with Section 3 hereof.

SECTION 3. Creation of TIF Fund; Application of Service Payments. This Board of Trustees hereby establishes, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.75, a Public Improvement Tax Increment Equivalent Fund. The Fiscal Officer of the Township may create one or more accounts or sub-accounts within such fund as appropriate to distinguish the Service Payments received with respect to the TIF Exemption established pursuant to this Resolution from any tax increment financing programs that may be established by the Township in the future and as are necessary to account for payment of the costs of the Public Infrastructure Improvements, including any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, Debt Service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements, and any school compensation payments required to be made by the Township pursuant to a Little Miami Local School District Compensation Agreement and the Warren County Career Center Compensation Agreement. As used in this Resolution, "TIF Fund" shall refer to the specific fund or account that receives the Service Payments provided for in this Resolution. The TIF Fund shall be maintained in the custody of the Township and shall receive all distributions of Service Payments required

to be made to the Township. Those Service Payments received by the Township with respect to the Exempted Property, shall be used solely for the purposes authorized in Ohio Revised Code Sections 5709.73, 5709.74, and 5709.75, including, but not limited to, paying any costs of the Public Infrastructure Improvements and any school compensation payments required to be made by the Township pursuant to the Little Miami Local School District Compensation Agreement and the Warren County Career Center Compensation Agreement, in a manner that is consistent with this Resolution. For purposes of this Resolution, "costs" of the Public Infrastructure Improvements payable from the TIF Fund shall also include the items of "costs of permanent improvements" set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which "costs" specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements, and Debt Service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements. The TIF Fund shall remain in existence so long as such Service Payments are collected and used for the aforesaid purposes, after which time said TIF Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the Township's General Fund, all in accordance with Ohio Revised Code Section 5709.75.

Pursuant to Ohio Revised Code Section 5709.73, 5709.74, and 5709.75, the Warren County Auditor ("County Auditor") is requested to distribute the Service Payments and the Property Tax Rollback Payments to the Township for deposit into the TIF Fund. The distribution from the County Auditor to the Township required under this Section is requested to be made at the same time and in the same manner as real property tax distributions.

SECTION 4. Public Infrastructure Improvements. This Board of Trustees hereby designates the Public Infrastructure Improvements described in Exhibit B attached hereto as "public infrastructure improvements" (as such term is defined in Ohio Revised Code Sections 5709.40(A)(7) and 5709.73(A)(8)) made, to be made, or in the process of being made, and that, once made, will directly benefit the TIF Site.

SECTION 5. Application for Real Property Tax Exemption and Remission. This Board of Trustees further hereby authorizes and directs the President of the Board of Trustees, the Township Fiscal Officer, the Township Administrator, or other appropriate officers of the Township, to sign and execute all documents and make such arrangements as are necessary and proper for collection of said Service Payments from the Owners of real property located in the TIF Site, which are to be deposited into the TIF Fund.

SECTION 6. Authorization of School Compensation Agreements. This Board of Trustees further hereby approves the compensation agreement between the Township and the Board of Education of the Little Miami Local School District in the form attached hereto as Exhibit C (the "Little Miami Local School District Compensation Agreement"), with any changes that are not inconsistent with this Resolution and not substantially adverse to the Township and that are approved by the Township Fiscal Officer on behalf of the Township, all of which shall be conclusively evidenced by the signing of the Little Miami Local School District Compensation Agreement, and hereby authorizes, but requires only to the extent necessary to memorialize an agreed-upon compensation agreement between the Township and the Board of Education of the Little Miami Local School District, the President of the Board of Trustees and the Township Fiscal Officer to execute the Little Miami Local School District Compensation Agreement on behalf of the Township. This Board of Trustees further hereby approves the compensation agreement between the Township and the Board of Education of the Warren County Career Center in the form attached hereto as Exhibit D (the "Warren County Career Center Compensation Agreement"), with any changes that are not inconsistent with this Resolution and not substantially adverse to the Township and that are approved by the Township Fiscal Officer on behalf of the Township, all of which shall be conclusively evidenced by the signing of the Warren County Career Center Compensation Agreement, and hereby authorizes, but requires

only to the extent necessary to memorialize an agreed-upon compensation agreement between the Township and the Board of Education of the Warren County Career Center, the President of the Board of Trustees and the Township Fiscal Officer to execute the Warren County Career Center Compensation Agreement on behalf of the Township.

SECTION 7. Further Authorizations. This Board of Trustees further hereby authorizes and directs the President of the Board of Trustees, the Township Fiscal Officer, the Township Administrator or other appropriate officers of the Township, to prepare and sign all agreements, and any amendments thereto such that the character of those changes is not substantially adverse to the Township, which shall be established conclusively by their signatures thereon, and to prepare and sign all instruments and to take all other actions as may be necessary and appropriate to implement this Resolution.

SECTION 8. Non-Discriminatory Hiring Policy. In accordance with Ohio Revised Code Section 5709.832, this Board of Trustees hereby determines that no employer located in the TIF Site shall deny any individual employment based solely on race, religion, sex, disability, color, national origin or ancestry.

SECTION 9. Notices. This Board of Trustees hereby finds and determines that notice of this proposed Resolution has been delivered to all affected school districts, including the Little Miami Local School District and the Warren County Career Center, in accordance with Ohio Revised Code Sections 5709.73 and 5709.83, and hereby ratifies the giving of that notice.

Pursuant to Ohio Revised Code Section 5709.73(I), the Township Administrator is hereby directed to deliver a copy of this Resolution to the Director of the Development Services Agency of the State of Ohio within fifteen (15) days after its adoption. On or before March 31 of each year that the exemption set forth in Section 1 hereof remains in effect, the Township Fiscal Officer, the Township Administrator or other authorized officer of this Township shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under Ohio Revised Code Section 5709.73(I).

SECTION 10. Tax Incentive Review Council. The Township has created the Township Tax Incentive Review Council with the membership of that Council constituted in accordance with Ohio Revised Code Section 5709.85. That Council shall, in accordance with Ohio Revised Code Section 5709.85, review annually all exemptions from taxation resulting from the declarations set forth in this Resolution and any other such matters as may properly come before that Council, all in accordance with Ohio Revised Code Section 5709.85.

SECTION 11. Open Meetings. This Board of Trustees finds and determines that all formal actions of this Board of Trustees and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board of Trustees, and that all deliberations of this Board of Trustees and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Ohio Revised Code Section 121.22.

[Balance of Page Intentionally Left Blank]

SECTION 12. Effective Date. This Resolution shall be effective from and after the earliest period provided 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 _____
Joe Walker –	Aye _____	Nay _____
Joseph P. Rozzi –	Aye _____	Nay _____

Resolution adopted this 18th day of December, 2019.

ATTEST:

SIGNED:

Jim Hunter
Fiscal Officer

Darryl Cordrey
Trustee

Joseph Rozzi
Trustee

Benjamin J. Yoder
Law Director

Joe Walker
Trustee

I, James D. Hunter, 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 Township Trustees of Hamilton Township, County of Warren, Ohio, at its regular meeting on December 18, 2019.

Date: _____

James D. Hunter, *Fiscal Officer*

EXHIBIT A

Legal Description of TIF Site

The TIF Site consists of the following parcel numbers identified the records of the County Auditor of Warren County, Ohio as of December 16, 2019:

2633980	2634187	2659668
2634640	2634639	2659667
2601541	2602881	2630513
2609746	2609738	2616971
2620138	2613239	2612577
2611775	2617005	2610442
2606674	2607841	2612054

The TIF Site is also described by reference to the attached map.

[Attach Map of TIF Site]

EXHIBIT B

Public Infrastructure Improvements

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

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), traffic calming devices, sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto;
- Construction, reconstruction or installation of utility improvements (including any underground utilities), storm and sanitary sewers (including necessary site grading therefore), water lines, police station buildings and improvements, fire buildings and improvements, water and fire protection systems, and all other appurtenances thereto;
- Construction, reconstruction or installation of gas, electric, and communication service facilities, and all other appurtenances thereto;
- Construction or reconstruction of one or more public parks, including grading, trees, sod, shrubs, and other park plantings, park accessories, park structures, irrigation, lighting, flatwork, playgrounds, fountains, water fountains, water features, sports facilities, including, but not limited to, public tennis courts, sculptures, public art and related improvements, and all other appurtenances thereto;
- Construction or installation of streetscape and landscape improvements including trees and shrubs, landscaping mounds and fencing, tree grates, planting beds, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, irrigation, burial of overhead utility lines and related improvements, and all other appurtenances thereto;
- Construction of one or more public parking facilities, including public surface parking and public parking structures and related improvements, and all other appurtenances thereto;
- Demolition and excavation, including demolition and excavation on private property when determined to be necessary for economic development purposes;
- Acquisition of real estate or interests in real estate (including easements) necessary to accomplish the foregoing improvements;
- Environmental remediation;
- Stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare;
- Any on-going administrative expenses relating to the Public Infrastructure Improvements and maintaining the TIF revenue, including but not limited to engineering, architectural, legal, TIF administration, permitting and public infrastructure construction management, and other consulting and professional services; and
- All inspection fees and other governmental fees related to the foregoing.

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

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

EXHIBIT C

Little Miami Local School District Compensation Agreement

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (the "Agreement"), made and entered into as of the ____ day of _____, 2019, between the BOARD OF EDUCATION OF THE LITTLE MIAMI LOCAL SCHOOL DISTRICT, Warren County, Ohio, a local school district and political subdivision of the State of Ohio, including any successors and assigns (the "School District"), and HAMILTON TOWNSHIP, Warren County, Ohio, a township and political subdivision of the State of Ohio, including any successors and assigns (the "Township").

WITNESSETH THAT:

WHEREAS, Ohio Revised Code Sections 5709.73 *et seq.* authorize townships to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exemptions exempt from taxation the increase in the true value of the parcel or parcels of real property after the effective date of the resolution granting such exemption; and

WHEREAS, Ohio Revised Code Section 5709.74 further authorizes a township to require owners of improvements subject to a tax increment financing tax exemption to make annual payments to the township in lieu of taxes pursuant to Ohio Revised Code Sections 5709.73 *et seq.*, together with any other payments required to be made with respect to such improvements and received by the township pursuant to Ohio Revised Code Sections 319.302, 321.24, 323.152, and 323.156, or any successor provisions thereto, as the same may be amended from time to time (collectively, the "PILOTs"), which payments are approximately equivalent to the amount of real property tax which would be payable on the increase in the true value of the parcel or parcels of real property but for the exemption from taxation; and

WHEREAS, Ohio Revised Code Section 5709.75 further requires a township receiving payments in lieu of taxes to create a public improvement tax increment equivalent fund for deposit of the entire amount of such PILOTs, to be used to pay the costs of public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts and joint vocational school districts impacted by exemption from taxation; and

WHEREAS, pursuant to a letter dated October __, 2019, the Township notified the School District of its intent to grant an exemption (the "TIF Exemption"), as authorized by Ohio Revised Code Section 5709.73(B), for one hundred percent (100%) of the increase in assessed value (any such increase is referred to herein as an "Improvement") to each parcel of certain real property located within the boundaries of the Township and the School District, which real property is described in Exhibit A attached hereto and made a part hereof (the "TIF Site"), for a period of up to thirty (30) years for each Improvement on each parcel (with respect to each parcel, the "Exemption Period"), and to use the PILOTs to pay for or finance the construction of public infrastructure improvements that are now or may in the future be necessary for the development of the TIF Site (the "Public Infrastructure Improvements") as specified in the TIF

Resolution (as such term is defined below) in order to induce the real property owners to develop the TIF Site; and

WHEREAS, the Township intends to finance the costs of the Public Infrastructure Improvements, or a portion thereof, through the issuance of securities (the "Securities"), the payment of debt service on which shall be secured by the PILOTs; and

WHEREAS, the Board of Education of the School District adopted a resolution on _____, 2019 that approved the TIF Exemption (the "School District TIF Resolution") on the condition that the parties hereto enter into this Agreement; and

WHEREAS, the Township has, pursuant to Resolution No. 19-__-__ of the Board of Township Trustees of the Township adopted on _____, 2019 (the "TIF Resolution"), granted the TIF Exemption and authorized the execution of this Agreement; and

WHEREAS, Ohio Revised Code Sections 5709.73 and 5709.82 permit the Board of Township Trustees of the Township and the Board of Education of the School District to enter into this Agreement in order to compensate the School District for real property taxes lost as a result of the TIF Exemption through compensation payments to be made by the Township to the School District; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter described, the School District and the Township covenant, agree and bind themselves as follows:

Section 1. Approval of the TIF Exemption. As provided in the School District TIF Resolution, the School District approves the TIF Exemption for one hundred percent (100%) of the Improvement to each parcel (as it may be subdivided or combined in connection with the acquisition or development of a parcel) comprising the TIF Site for a period of up to thirty (30) years for each Improvement, commencing for each specific parcel included within the TIF Site with the first day of the tax year in which there is a building or structure on the parcel exceeding Two-Hundred Thousand Dollars (\$200,000.00) in true value that appears on the tax list and duplicate of real and public utility property and ending for a parcel on the thirtieth (30th) anniversary of such date or the date the Public Infrastructure Improvements (as defined in the TIF Resolution) are paid in full, whichever occurs first.

Section 2. School Compensation. The School District and the Township acknowledge and agree that the Township's obligations under this Agreement are limited to PILOTs actually received by the Township with respect to the TIF Exemption on the TIF Site (the "Service Payments"). At any time while this Agreement remains in effect, the Township agrees to pay to the School District specific percentages of the Service Payments to be calculated and determined in accordance with Section 3 and Section 4 hereof. The Township shall pay the School District and the Warren County Career Center (the "WCCC") compensation payments (the "School Compensation") in each year in which Service Payments are received by the Township. The School District acknowledges and agrees that the WCCC shall receive School

Compensation from the Township out of Service Payments in accordance with the WCCC Compensation Agreement on a pro rata basis with School Compensation due to the School District under this Agreement, all in accordance with Section 3 and Section 4 hereof.

Payment of the School Compensation shall be made by the Township solely from the Service Payments actually received by the Township from the real property owners of the TIF Site. The Township agrees to use reasonable efforts to cause the County Auditor of Warren County, Ohio to collect any Service Payments due from, and unpaid by, the real property owners of parcels within the TIF Site. Payment of the School Compensation shall be made by the Township from the tax increment equivalent funds established by the Township in the TIF Resolutions; provided, that nothing in this Agreement shall be construed to pledge the full faith and credit of the Township.

Section 3. Compensation Percentage. The percentage of Service Payments received by the Township with respect to real property within the TIF Site that is payable to the School District and the WCCC shall be equal to twenty-five percent (25.00%) (the "Compensation Percentage"). The Township and the School District acknowledge and agree that the School Compensation payable to the School District shall never exceed an amount equal to the tax revenue that the School District would have received from the TIF Site without the TIF Exemption.

Section 4. Certification and Payment of School Compensation. Not more frequently than twice a year following the semiannual real property tax settlement by the County Auditor of Warren County, Ohio, each year during which the TIF Exemption result in the Township's receipt of Service Payments, the Fiscal Officer of the Township or their designee shall determine and certify the amount of the School Compensation then due to the School District taking into account School Compensation due to the WCCC under the WCCC Compensation Agreement. Notwithstanding anything to the contrary herein, the amount certified shall not exceed the total amount that the School District would have received in the absence of the TIF Exemption.

School District School Compensation shall be equal to:

- (i) the Compensation Percentage, multiplied by
- (ii) the amount of the Service Payments, multiplied by
- (iii) one (1) minus the ratio of (a) the total commercial effective rate millage for the current Tax Year for the WCCC divided by (b) the total aggregate commercial effective rate millage for the current Tax Year for the School District and the WCCC.

WCCC School Compensation shall be equal to:

- (i) the Compensation Percentage, multiplied by

- (ii) the amount of the Service Payments, multiplied by
- (iii) the ratio of (a) the total commercial effective rate millage for the current Tax Year for the WCCC divided by (b) the total commercial effective rate millage for the current Tax Year for the School District and the WCCC.

Within thirty (30) days after the Township receives Service Payments with respect to the TIF Site following the first-half and second-half real property tax settlements, the Township shall pay to the School District, by bank wire, bank transfer, bank check, or cashier's check the amount of the School Compensation then required to be paid in accordance with Section 3 hereof and this Section 4.

Section 5. Payment Priority. The School District and the Township agree that in the event that Service Payments in any year are insufficient to pay the aggregate amount of the debt service on Securities issued for the Public Infrastructure Improvements up to a maximum principal amount of \$__ million and the School Compensation, the holders of the Securities shall be paid first, and to the extent there are remaining funds from the collection of Service Payments, the School Compensation shall be paid second.

Section 6. School Reimbursement. School Compensation in any year that is less than the amount the School District would have received in the absence of the TIF Exemption shall constitute a deficiency for that year. Deficiencies shall accumulate and carryover into subsequent years but shall survive only for the duration of the Exemption Period (the amount of the accumulated deficiency referred to herein as the "Deficiency").

In any year in which there exists an excess of Service Payments after payment of debt service on the Securities and School Compensation, such excess (the "Excess Funds") shall be paid to the School District and the WCCC ratably as described in Section 4 hereof. The Deficiency shall be reduced by the amount Excess Funds paid to the School District and the WCCC.

Section 7. Resolution of Disputes. In the event the School District disputes the amount of the School Compensation as certified by the Fiscal Officer of the Township or their designee, the School District shall certify, no later than thirty (30) days following the first-half and second-half real property tax settlements, respectively, the basis for the dispute and the amount that the School District claims is the correct amount of School Compensation to be paid to the School District. Within ten (10) days thereafter, the Treasurer of the School District or their designee and the Fiscal Officer of the Township or their designee shall jointly meet with the County Auditor of Warren County, Ohio to discuss and resolve the dispute. In the event the Treasurer of the School District or their designee and the Fiscal Officer of the Township or their designee are unable to mutually agree on the amount of School Compensation, the County Auditor of Warren County, Ohio shall determine and certify the amount of the School Compensation. The Township shall then pay such amount within thirty (30) days thereafter; provided, that nothing contained in this Section 8 shall limit either the School District's or the Township's ability, after payment and receipt of such School Compensation amount, to seek recovery of amounts deemed overpaid or underpaid.

Section 8. Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given

when mailed by registered or certified mail, postage prepaid addressed to the following addresses or such other address as the recipient shall have previously notified the sender of in writing:

Little Miami Local School District: Little Miami Local School District
95 E. U.S. 22 & 3
Maineville, OH 43039
Attn: Treasurer

Hamilton Township, Ohio: Hamilton Township, Ohio
7780 South State Route 48
Hamilton Township, Ohio 45039
Attn: Fiscal Officer

Section 9. Duration of Agreement; Amendment. This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as a TIF Exemption is in effect for any parcel within the TIF Site. This agreement may be amended only by mutual agreement of the School District and the Township. No amendment to this agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

Section 10. Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the School District and the Township and their respective permitted successors and assigns. This Agreement may not be assigned by the Township except to any successor entity as a result of a legal consolidation or merger without the prior written consent of the School District, which consent shall not be unreasonably withheld, and this Agreement may not be assigned by the School District except to any successor entity as a result of a legal consolidation or merger without the prior written consent of the Township, which consent shall not be unreasonably withheld.

Section 11. Waiver; No Precedent. No waiver by the School District or the Township of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof. The terms of this Agreement shall not be binding on any future negotiations of tax incentives involving the Township and the School District.

Section 12. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

Section 13. Severability. Should any portion of this agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 14. Counterparts; Captions. This agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

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IN WITNESS WHEREOF, the School District and the Township have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives all as of the date hereinbefore written.

BOARD OF EDUCATION OF THE LITTLE
MIAMI LOCAL SCHOOL DISTRICT, WARREN
COUNTY,
OHIO

By: _____

Printed Name: _____

Title: _____

HAMILTON TOWNSHIP,
WARREN COUNTY, OHIO

By: _____

Printed Name: _____

Title: _____

SCHOOL DISTRICT FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of the Board of Education of the Little Miami Local School District, Warren County, Ohio, hereby certifies that any moneys required to meet the obligations of the School District during the year 2019 under the foregoing Compensation Agreement have been lawfully appropriated by the Little Miami Local School District, Warren County, Ohio for such purpose and are in the treasury of the School District or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Treasurer
Little Miami Local School District
Warren County, Ohio

Dated: _____, 2019

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Hamilton Township, Ohio, hereby certifies that any moneys required to meet the obligations of the Township during the year 2019 under the foregoing Compensation Agreement have been lawfully appropriated by the Board of Township Trustees of Hamilton Township, Ohio for such purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
Hamilton Township, Ohio

Dated: _____, 2019

STATE OF OHIO)
) ss:
COUNTY OF WARREN)

On this ____ day of _____, 2019, before me, a Notary Public in and for said county and state, personally appeared _____, Treasurer of the Little Miami Local School District, Warren County, Ohio, who acknowledged the execution of the foregoing instrument and that the same is his voluntary act and deed on behalf of said School District and his free act and deed as such officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public
My commission expires: _____

[SEAL]

STATE OF OHIO)
) ss:
COUNTY OF WARREN)

On this ____ day _____, 2019, before me, a Notary Public in and for said county and state, personally appeared _____, President of the Board of Trustees of Hamilton Township, Warren County, Ohio, who acknowledged the execution of the foregoing instrument and that the same is her voluntary act and deed on behalf of said Township and his or her free act and deed as such officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public
My commission expires: _____

[SEAL]

This instrument prepared by:

Patrick M. Woodside, Esq.
Frost Brown Todd LLP
301 East Fourth Street, Suite 3300
Cincinnati, Ohio 45202

EXHIBIT A

THE TIF SITE

The TIF Site consists of the following parcel numbers identified the records of the County Auditor of Warren County, Ohio as of _____, 2019:

Parcel Nos.

2633980	2634187	2659668
2634640	2634639	2659667
2601541	2602881	2630513
2609746	2609738	2616971
2620138	2613239	2612577
2611775	2617005	2610442
2606674	2607841	2612054

The TIF Site is also described by reference to the attached map.

[Attach map of TIF Site]

EXHIBIT D

Warren County Career Center Compensation Agreement

COMPENSATION AGREEMENT

THIS COMPENSATION AGREEMENT (the "Agreement"), made and entered into as of the ____ day of _____, 2019, between the BOARD OF EDUCATION OF THE WARREN COUNTY CAREER CENTER, Warren County, Ohio, a joint vocational school district and political subdivision of the State of Ohio, including any successors and assigns (the "WCCC"), and HAMILTON TOWNSHIP, Warren County, Ohio, a township and political subdivision of the State of Ohio, including any successors and assigns (the "Township").

WITNESSETH THAT:

WHEREAS, Ohio Revised Code Sections 5709.73 *et seq.* authorize townships to grant tax increment financing real property tax exemptions for improvements declared to be for a public purpose, which exemptions exempt from taxation the increase in the true value of the parcel or parcels of real property after the effective date of the resolution granting such exemption; and

WHEREAS, Ohio Revised Code Section 5709.74 further authorizes a township to require owners of improvements subject to a tax increment financing tax exemption to make annual payments to the township in lieu of taxes pursuant to Ohio Revised Code Sections 5709.73 *et seq.*, together with any other payments required to be made with respect to such improvements and received by the township pursuant to Ohio Revised Code Sections 319.302, 321.24, 323.152, and 323.156, or any successor provisions thereto, as the same may be amended from time to time (collectively, the "PILOTs"), which payments are approximately equivalent to the amount of real property tax which would be payable on the increase in the true value of the parcel or parcels of real property but for the exemption from taxation; and

WHEREAS, Ohio Revised Code Section 5709.75 further requires a township receiving payments in lieu of taxes to create a public improvement tax increment equivalent fund for deposit of the entire amount of such PILOTs, to be used to pay the costs of public infrastructure improvements benefiting the parcels subject to the tax increment financing tax exemption and, if provided, to make payments to school districts and joint vocational school districts impacted by exemption from taxation; and

WHEREAS, pursuant to a letter dated _____, 2019, the Township notified the WCCC of its intent to grant an exemption (the "TIF Exemption"), as authorized by Ohio Revised Code Section 5709.73(B), for one hundred percent (100%) of the increase in assessed value (any such increase is referred to herein as an "Improvement") to each parcel of certain real property located within the boundaries of the Township and the WCCC, which real property is described in Exhibit A attached hereto and made a part hereof (the "TIF Site"), for a period of up to thirty (30) years for each Improvement on each parcel (with respect to each parcel, the "Exemption Period"), and to use the PILOTs to pay for or finance the construction of public infrastructure improvements that are now or may in the future be necessary for the development of the TIF Site

(the "Public Infrastructure Improvements") as specified in the TIF Resolution (as such term is defined below) in order to induce the real property owners to develop the TIF Site; and

WHEREAS, the Township intends to finance the costs of the Public Infrastructure Improvements, or a portion thereof, through the issuance of securities (the "Securities"), the payment of debt service on which shall be secured by the PILOTs; and

WHEREAS, the Township has, pursuant to Resolution No. 19-__-__ of the Board of Township Trustees of the Township adopted on _____, 2019 (the "TIF Resolution"), granted the TIF Exemption and authorized the execution of this Agreement; and

WHEREAS, Ohio Revised Code Sections 5709.73 and 5709.82 permit the Board of Township Trustees of the Township and the Board of Education of the WCCC to enter into this Agreement in order to compensate the WCCC for property taxes lost as a result of the TIF Exemption through compensation payments to be made by the Township to the WCCC (the "School Compensation"); and

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter described, the WCCC and the Township covenant, agree and bind themselves as follows:

Section 1. The TIF Exemption. The WCCC recognizes the Township's ability to authorize the TIF Exemption with the approval of the Board of Education of the Little Miami Local School District for one hundred percent (100%) of the Improvement to each parcel (as it may be subdivided or combined in connection with the acquisition or development of a parcel) comprising the TIF Site for a period of up to thirty (30) years for each Improvement, commencing for each specific parcel included within the TIF Site with the first day of the tax year in which there is a building or structure on the parcel exceeding Two-Hundred Thousand Dollars (\$200,000.00) in true value that appears on the tax list and duplicate of real and public utility property and ending for a parcel on the thirtieth (30th) anniversary of such date or the date the Public Infrastructure Improvements (as defined in the TIF Resolution) are paid in full, whichever occurs first.

Section 2. School Compensation. The WCCC and the Township acknowledge and agree that the Township's obligations under this Agreement are limited to PILOTs actually received by the Township with respect to the TIF Exemption on the TIF Site (the "Service Payments"). At any time while this Agreement remains in effect, the Township agrees to pay to the WCCC specific percentages of the Service Payments to be calculated and determined in accordance with Section 3 and Section 4 hereof. The Township shall pay the WCCC and the Little Miami Local School District compensation payments (the "School Compensation") in each year in which Service Payments are received by the Township. The WCCC acknowledges and agrees that the Little Miami Local School District shall receive School Compensation from the Township out of Service Payments in accordance with the Little Miami Local School District Compensation Agreement on a pro rata basis with School Compensation due to the WCCC under this Agreement, all in accordance with Sections 3 and Section 4 hereof.

Payment of the School Compensation shall be made by the Township solely from the Service Payments actually received by the Township from the real property owners of the TIF Site. The Township agrees to use reasonable efforts to cause the County Auditor of Warren County, Ohio to collect any Service Payments due from, and unpaid by, the real property owners of parcels within the TIF Site. Payment of the School Compensation shall be made by the Township from the tax increment equivalent funds established by the Township in the TIF Resolutions; provided that nothing in this Agreement shall be construed to pledge the full faith and credit of the Township.

Section 3. Compensation Percentage. The percentage of Service Payments received by the Township with respect to real property within the TIF Site that is payable to WCCC and the Little Miami Local School District shall be equal to twenty-five percent (25.00%) (the "Compensation Percentage". The Township and the WCCC acknowledge and agree that the School Compensation payable to the WCCC shall never exceed an amount equal to the tax revenue that the WCCC would have received from the TIF Site without the TIF Exemption.

Section 4. Certification and Payment of School Compensation Not more frequently than twice a year following the semiannual real property tax settlement by the County Auditor of Warren County, Ohio, each year during which the TIF Exemption results in the Township's receipt of Service Payments, the Fiscal Officer of the Township or their designee shall determine and certify the amount of the School Compensation then due to the WCCC taking into account School Compensation due to the Little Miami Local School District under the Little Miami Local School District Compensation Agreement. Notwithstanding anything to the contrary herein, the amount certified shall not exceed the total amount that the WCCC would have received in the absence of the TIF Exemption.

Little Miami Local School District School Compensation shall be equal to:

- (i) the Compensation Percentage, multiplied by
- (ii) the amount of the Service Payments, multiplied by
- (iii) one (1) minus the ratio of (a) the total commercial effective rate millage for the current Tax Year for the WCCC divided by (b) the total aggregate commercial effective rate millage for the current Tax Year for the WCC and the Little Miami Local School District.

WCCC School Compensation shall be equal to:

- (i) the Compensation Percentage multiplied by
- (ii) the amount of the Service Payments, multiplied by
- (iii) the ratio of (a) the total commercial effective rate millage for the current Tax Year for the WCCC divided by the total aggregate commercial effective rate millage for the current Tax Year for the WCC and the Little Miami Local School District.

Within thirty (30) days after the Township receives Service Payments with respect to the TIF Site following to the first-half and second-half real property tax settlements, the Township shall pay to the WCCC, by bank wire, bank transfer, bank check, or cashier's check the amount of the School Compensation then required to be paid in accordance with Section 3 hereof and this Section 4.

Section 5. Payment Priority. The WCCC and the Township agree that in the event that Service Payments in any year are insufficient to pay the aggregate amount of the debt service on Securities issued for the Public Infrastructure Improvements up to a maximum principal amount of \$ __. __ million and the School Compensation, the holders of the Securities shall be paid first, and to the extent there are remaining funds from the collection of Service Payments, the School Compensation shall be paid second.

Section 6. School Reimbursement. School Compensation in any year that is less than the amount the WCCC would have received in the absence of the TIF Exemption shall constitute a deficiency for that year. Deficiencies shall accumulate and carryover into subsequent years but shall survive only for the duration of the Exemption Period (the amount of the accumulated deficiency referred to herein as the "Deficiency").

In any year in which there exists an excess of Service Payments after payment of debt service on the Securities and School Compensation, such excess (the "Excess Funds") shall be paid to the Little Miami Local School District and the WCCC ratably as described in Section 4 hereof. The Deficiency shall be reduced by the amount Excess Funds paid to the WCCC and the Little Miami School District.

Section 7. Resolution of Disputes. In the event the WCCC disputes the amount of the School Compensation as certified by the Fiscal Officer of the Township or their designee, the WCCC shall certify, no later than thirty (30) days following the first-half and second-half real property tax settlements, respectively, the basis for the dispute and the amount that the WCCC claims is the correct amount of School Compensation to be paid to the WCCC. Within ten (10) days thereafter, the Treasurer of the WCCC or their designee and the Fiscal Officer of the Township or their designee shall jointly meet with the County Auditor of Warren County, Ohio to discuss and resolve the dispute. In the event the Treasurer of the WCCC or their designee and the Fiscal Officer of the Township or their designee are unable to mutually agree on the amount of School Compensation, the County Auditor of Warren County, Ohio shall determine and certify the amount of the School Compensation. The Township shall then pay such amount within thirty (30) days thereafter; provided, that nothing contained in this Section 8 shall limit either the WCCC's or the Township's ability, after payment and receipt of such School Compensation amount, to seek recovery of amounts deemed overpaid or underpaid.

Section 8. Notices. All notices, designations, certificates, requests or other communications under this Agreement shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid addressed to the following addresses or such other address as the recipient shall have previously notified the sender of in writing:

Warren County Career Center:

Warren County Career Center
3525 North State Route 48

Lebanon, Ohio 45036
Attn: Treasurer

Hamilton Township, Ohio:

Hamilton Township, Ohio
7780 South State Route 48
Hamilton Township, Ohio 45039
Attn: Fiscal Officer

Section 9. Duration of Agreement; Amendment. This Agreement shall become effective on the date that it is executed and delivered and shall remain in effect for such period as a TIF Exemption is in effect for any parcel within the TIF Site. This agreement may be amended only by mutual agreement of the WCCC and the Township. No amendment to this agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all parties hereto by duly authorized representatives.

Section 10. Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the WCCC and the Township and their respective permitted successors and assigns. This Agreement may not be assigned by the Township except to any successor entity as a result of a legal consolidation or merger without the prior written consent of the WCCC, which consent shall not be unreasonably withheld, and this Agreement may not be assigned by the WCCC except to any successor entity as a result of a legal consolidation or merger without the prior written consent of the Township, which consent shall not be unreasonably withheld.

Section 11. Waiver; No Precedent. No waiver by the WCCC or the Township of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof. The terms of this Agreement shall not be binding on any future negotiations of tax incentives involving the Township and the WCCC.

Section 12. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind of nature between the parties with respect to the subject matter of this Agreement.

Section 13. Severability. Should any portion of this agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 14. Counterparts; Captions. This agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

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IN WITNESS WHEREOF, the WCCC and the Township have caused this Agreement to be executed in their respective names by their duly authorized officers or representatives all as of the date hereinbefore written.

BOARD OF EDUCATION OF THE WARREN
COUNTY CAREER CENTER, WARREN
COUNTY, OHIO

By: _____

Printed Name: _____

Title: _____

HAMILTON TOWNSHIP,
WARREN COUNTY, OHIO

By: _____

Printed Name: _____

Title: _____

WARREN COUNTY CAREER CENTER FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of the Board of Education of the Warren County Career Center, Warren County, Ohio, hereby certifies that any moneys required to meet the obligations of the Warren County Career Center during the year 2019 under the foregoing Compensation Agreement have been lawfully appropriated by the Warren County Career Center, Warren County, Ohio for such purpose and are in the treasury of the Warren County Career Center or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Treasurer
Warren County Career Center
Warren County, Ohio

Dated: _____, 2019

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

The undersigned, Fiscal Officer of Hamilton Township, Ohio, hereby certifies that any moneys required to meet the obligations of the Township during the year 2019 under the foregoing Compensation Agreement have been lawfully appropriated by the Board of Township Trustees of Hamilton Township, Ohio for such purpose and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
Hamilton Township, Ohio

Dated: _____, 2019

STATE OF OHIO)
) ss:
COUNTY OF WARREN)

On this ____ day of _____, 2019, before me, a Notary Public in and for said county and state, personally appeared _____, Treasurer of the Warren County Career Center, Warren County, Ohio, who acknowledged the execution of the foregoing instrument and that the same is his voluntary act and deed on behalf of said Warren County Career Center and his or her free act and deed as such officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public
My commission expires: _____

[SEAL]

STATE OF OHIO)
) ss:
COUNTY OF WARREN)

On this ____ day _____, 2019, before me, a Notary Public in and for said county and state, personally appeared _____, President of the Board of Trustees of Hamilton Township, Warren County, Ohio, who acknowledged the execution of the foregoing instrument and that the same is her voluntary act and deed on behalf of said Township and his or her free act and deed as such officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public
My commission expires: _____

[SEAL]

This instrument prepared by:

Patrick M. Woodside, Esq.
Frost Brown Todd LLP
301 East Fourth Street, Suite 3300
Cincinnati, Ohio 45202

EXHIBIT A

THE TIF SITE

The TIF Site consists of the following parcel numbers identified the records of the County Auditor of Warren County, Ohio as of November ___, 2019:

Parcel Nos.

2633980	2634187	2659668
2634640	2634639	2659667
2601541	2602881	2630513
2609746	2609738	2616971
2620138	2613239	2612577
2611775	2617005	2610442
2606674	2607841	2612054

The TIF Site is also described by reference to the attached map.

[Attach map of TIF Site]

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