



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 12/4/2019

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 20, 2019 Township Trustee Meeting
- Bills before the Board

Public Comments – Agenda related

Human Resources

- Roster Update
- Posting position for hire (Police)

New Business

- Motion: Enter into contract with Warren County Soil & Water Conservation District
- Motion: Enter into contract with GT Environmental
- Motion: Enter into contract with Village of Classicway Subdivision for snow removal
- Motion: Enter into contract with Turning Leaf Subdivision for snow removal
- Resolution 19-1204: Accepting Section 15 of Miami Bluffs Subdivision for maintenance and establishing a speed limit.
- Resolution 19-1204A: Increase of Appropriations (General)

Jim Hunter, Fiscal Officer

Administrator's Report

Public Comments - General

Trustee Comments

Executive Session

- In reference to O.R.C. 121.22 (G) (2)
 - To consider the purchase, sale, or other disposition of property

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)*

LEGISLATIVE COVER MEMORANDUM

Introduction: December 4, 2019

Effective Date: Next available date after passage

Agenda Item: **Motion**
To enter into contract with Warren County Soil and Water Conservation District for engineering's design services and storm water support services.

Submitted By: Brent Centers

Scope / Description: This is a new contract that is required by Warren County to provide basic engineering services. These services provided will be:

- Data preparation
- Laboratory tests
- Inspections of samples, materials, and equipment
- Professional interpretations of forgone property, boundary, and easements
- Right-of-way topography
- Utility surveys
- And more spelled out in the contract

Budget Impact: \$28,000

Vote Required for Passage: 2 of 3

**AGREEMENT BETWEEN
HAMILTON TOWNSHIP
AND
WARREN COUNTY SOIL & WATER CONSERVATION DISTRICT**

This working agreement is entered into on January 1, 2020 and becomes effective on the date of the last signature. The agreement expires on December 31, 2020. The agreement is subject to the limitations of authorities, resources and policies of the Warren County Soil and Water Conservation District (Warren SWCD) and Hamilton Township.

Hamilton Township has elected to join Warren County Commissioners as a co-permittee on the EPA National Pollutant Discharge Elimination System (NPDES) municipal separate storm sewer system (MS4) Permit (permit). The purpose of this agreement is to detail services that Warren SWCD will provide to assist Hamilton Township in meeting the terms of the permit as a co-permittee. Warren SWCD works with Warren Co Engineer's Office to provide services as required by the permit to the unincorporated areas of Warren County as well as all co-permittee jurisdictions.

The Warren SWCD will provide the following services for Hamilton Township:

The Warren SWCD will:

1. Write and update the Stormwater Management Plan (SWMP) for Warren County and its' co-permittees (Clearcreek, Franklin, Hamilton, Union, and Turtlecreek Townships and the Villages of Maineville, Morrow and South Lebanon) as required by the permit. The Stormwater Management Plan (SWMP) will be submitted in accordance with 40 CFR Part 122.32 and Ohio Law. The SWMP document outlines the steps Warren County and its' co-permittees need to take to develop, implement and enforce a stormwater management program designed to reduce the discharge of pollutants to the maximum extent practicable, to protect water quality, and to satisfy the appropriate requirements of the Clean Water Act in accordance with the Ohio EPA Phase II program. The SWMP addresses the six minimum control measures (MCMs) as required by state regulations.
2. The permit contains six minimum control measures (MCMs) that must be met for permit compliance. The six MCMs and the Warren SWCD's related services are as follows:
 - MCM 1 – Public Education & Outreach: provide educational programming opportunities for K-12 students of Warren County through non-traditional educational programming, multi-media outreach and school programming.
 - MCM 2 – Public Involvement & Participation: provide educational programming opportunities to Warren County residents through volunteer and participation opportunities at workshops, festivals, and special events/meetings.
 - MCM 3 – Illicit Discharge Detection and Elimination: oversee the Illicit Discharge Detection and Elimination (IDDE) program in accordance with permit requirements. Warren SWCD will provide leadership to MCM 3 by,

- a. leading the IDDE Advisory committee which includes Hamilton Township as a collaborator,
- b. conducting dry-weather screening of outfalls, and
- c. upkeep the system map by adding new infrastructure and track yearly reported outfalls.
- d. collaborate with the Warren County Health Department for program and partnership and enforcement.
- MCM 4 – Construction Site Storm Water Runoff Control: oversee the Construction Site Stormwater Runoff Control program in accordance with the County, State and Federal applicable erosion and sediment control regulations. Warren SWCD will provide leadership to MCM 4 by,
 - a. responding to all construction stormwater complaints and track the number of complaints,
 - b. collaborating with the Warren Co Engineer’s office in reviewing, approving and permitting plans, SWP3 documents and operation and maintenance documents for all projects disturbing greater than one acre.
 - c. inspecting all active sites in accordance with the inspection frequency policy, and
 - d. assisting the Township with enforcement actions for non-compliance.
- MCM 5 – Post-Construction: oversee yearly inspections of the stormwater control basins for the post-construction stormwater management program in accordance with permit requirements. Warren SWCD will also provide,
 - a. updates to the County Basin Maps as inspections are done with results of the visual inspection,
 - b. provide letters of maintenance to basin owners documenting concerns that need to be addressed so that basins continue to operate properly, and
 - c. provide basin owners with technical assistance for maintenance and repair of stormwater control basins.
- MCM 6 – Good Housekeeping & Pollution Prevention: oversee the pollution prevention and good housekeeping practices for municipal operation program to meet the permit’s requirements. This will be done by providing,
 - a. yearly trainings for municipal workers,
 - b. provide yearly inspections for municipality facilities as outlined in the Stormwater Pollution Prevention Plans (SWPPPs), and
 - c. provide SWPPPs as deemed necessary for municipal facilities.
- 3. Write and update the MS4 annual report for Warren County and its’ co-permittees as required by the permit.

Hamilton Township will:

1. Submit a Notice of Intent (NOI) with the Ohio Environmental Protection Agency requesting coverage under the NPDES Small MS4 Stormwater Permit and request co-permittee status with Warren County Commissioner NPDES Small MS4 Stormwater Permit.
2. Provide statistics (waste oil generated, yard waste collected, street sweeping material collected, toad salt applied, pesticide and herbicide applied, and fertilizer applied, etc.) for the annual report.

Termination:

This agreement may be terminated at any time by mutual consent of the parties involved or may be terminated by either party by giving 90 days notice in writing to the other.

Warren County Soil and Water Conservation District

Signature Title Date

Hamilton Township

Signature Title Date

**CONSULTING SERVICES CONTRACT FOR
ENGINEERING DESIGN SERVICES
STORMWATER SUPPORT SERVICES**

THIS IS AN AGREEMENT, made as of the date stated below, between the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036 hereinafter referred to as the "OWNER," on behalf of the Warren County Engineer, hereinafter referred to as the "COUNTY ENGINEER" and Strand Associates, Inc., 615 Elsinore Place, Suite 320, Cincinnati, Ohio 45202, a Corporation organized, duly licensed and existing under the laws of the State of Ohio, hereinafter referred to as the "ENGINEER."

COUNTY ENGINEER requires assistance with stormwater regulation updates hereinafter referred to as the PROJECT. In order to proceed with the PROJECT, Stormwater Engineering Services must be completed, which are part of services to be provided by ENGINEER.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional Design Engineering Services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional Engineering Services for COUNTY ENGINEER in all phases of the Project to which this Agreement applies, serve as COUNTY ENGINEER'S professional Engineering representative for the Project as set forth below and shall give professional Engineering consultation and advice to COUNTY ENGINEER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform professional services as hereinafter stated, which include stormwater support engineering services incidental thereto.
- 1.2 ENGINEER shall perform tasks for the PROJECT in accordance with the scope of services attached and made a part of this contract and identified as Exhibit 1, hereinafter referred to as "Basic Services".
- 1.3 ENGINEER shall furnish to the COUNTY ENGINEER one copy of all electronic files regarding the PROJECT on a compact disk.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

- 2.1 If authorized in writing by OWNER and COUNTY ENGINEER, ENGINEER shall furnish or obtain from others Additional Services, which are not considered normal or customary Basic Services. Such services are set forth in Exhibit 1, and identified as "if authorized" services.

SECTION 3 - COUNTY ENGINEER'S RESPONSIBILITIES

COUNTY ENGINEER shall:

- 3.1 Provide all criteria and full information as to COUNTY ENGINEER'S requirements for the Project.
- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project.
- 3.3 Furnish ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions, all of which ENGINEER may rely upon in performing his/her services.
- 3.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his/her services.
- 3.5 Give prompt written notice to ENGINEER whenever COUNTY ENGINEER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of the ENGINEER.
- 3.6 Furnish, or direct ENGINEER to provide, upon approval of OWNER, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.7 Bear all costs incidental to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. ENGINEER'S obligation to render services hereunder will extend for the period of time that may reasonably be required for the Engineering Services of the PROJECT, including extra work and required extensions thereto.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER

- 5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:
 - 5.1.1.1 The ENGINEER agrees to provide the Basic Services set forth in Section 1 hereof to the COUNTY ENGINEER for the PROJECT, for a **lump sum fee of \$28,000.**

5.2 Times of Payments

- 5.2.1 ENGINEER shall submit monthly progress reports for Basic and Additional Services rendered. The progress reports will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. No payment will be processed

without a monthly progress report. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.3 Other Provisions Concerning Payments

53.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty (60) days after receipt of ENGINEER'S statement therefore, the amounts due ENGINEER shall include a charge at the rate of one percent (1%) per month from said 60th day, and in addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due for services and expenses.

53.2 Records of ENGINEER'S Salary Costs pertinent to ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER and COUNTY ENGINEER upon request prior to final payment for ENGINEER'S services.

5.4 Definitions

54.1 The Payroll Costs used as a basis for payment mean salaries and wages (basic and incentive) paid to all personnel engaged directly on the PROJECT, including, but not limited to the following; engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, all other technical personnel, stenographers, typists and clerks; plus the cost of unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination

The obligation to provide services under this Agreement may be terminated by either party upon thirty (30) days' written notice by certified mail, return receipt requested, in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this agreement is terminated, ENGINEER shall be paid for services performed to the termination date.

6.2 Reuse of Documents

All documents including reports and maps prepared by Engineer pursuant to this Agreement are instruments of service as part of the PROJECT. They are not intended or represented to be suitable for reuse by COUNTY ENGINEER or others on extensions of the PROJECT or any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER or COUNTY ENGINEER'S risk and without liability or legal exposure to ENGINEER. Any verification or adaptation requested by OWNER or COUNTY ENGINEER to be performed by ENGINEER will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER, COUNTY ENGINEER and ENGINEER.

6.3 Controlling Law and Venue

This Agreement is to be governed by the law of the State of Ohio. The venue for any disputes hereunder shall be Warren County, Ohio.

6.4 Successors and Assigns

- 6.4.1 OWNER, COUNTY ENGINEER and ENGINEER each bind himself and his partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement.
- 6.4.2 Neither OWNER nor ENGINEER nor COUNTY ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except as stated in paragraph 6.4.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- 6.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER, COUNTY ENGINEER and ENGINEER.

6.5 Modification or Amendment

No modification or amendment of any provisions of this Contract shall be effective unless made by a written instrument, duly executed by the party to be bound thereby, which refers specifically to this Contract and states that an amendment or modification is being made in the respects as set forth in such amendment.

6.6 Construction

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to any other section of this Contract.

6.7 Waiver

No waiver by either party of any breach of any provision of this Contract shall be deemed to be a further or continuing waiver of any breach of any other provision of this Contract. The failure of either party at any time or times to require performance of any provision of this Contract shall in no manner affect such party's right to enforce the same at a later time.

6.8 Relationship of Parties

The parties shall be independent contractors to each other in connection with the performance of their respective obligations under this Contract.

6.9 Parties

Whenever the terms "OWNER", "COUNTY ENGINEER" AND "ENGINEER" are used herein, these terms shall include without exception the employees, agents, successors, assigns and/or authorized representatives of OWNER, COUNTY ENGINEER and ENGINEER.

6.10 Headings

Paragraph headings in this Contract are for the purposes of convenience and identification and shall not be used to interpret or construe this Contract.

6.11 Notices

All notices required to be given herein shall be in writing and shall be sent certified mail return receipt to the following respective addresses:

TO: Warren County Commissioners Attn. Tiffany Zindel, County Administrator 406 Justice Drive Lebanon, Ohio 45036 Ph. 513-695-1250	Warren County Engineer's Office Attn. Neil F. Tunison, County Engineer 210 W Main Street Lebanon, Ohio 45036 Ph. 513-695-3309
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Strand Associates, Inc.
Attn: Kelly Kuhbander, P.E.
615 Elsinore Place, Suite 320
Cincinnati, OH 45202
Ph. 513-861-5600

6.12 Insurance

ENGINEER shall carry comprehensive general and professional liability insurance providing single limit coverage, with no interruption of coverage during the entire term of this Contract. ENGINEER further agrees that in the event that its comprehensive general or professional liability policy is maintained on a "claims made" basis, and in the event that this contract is terminated, ENGINEER shall continue such policy in effect for the period of any statute or statutes of limitation applicable to claims thereby insured, notwithstanding the termination of the Contract. ENGINEER shall provide COUNTY ENGINEER with a certificate of insurance evidencing such coverage, which further requires and provides for thirty (30) days written notice of cancellation or non-renewal to COUNTY ENGINEER. Cancellation or non-renewal of insurance shall be grounds to terminate this Contract.

ENGINEER shall carry statutory worker's compensation insurance and statutory employer's liability insurance as required by law and shall provide COUNTY ENGINEER with certificates of insurance evidencing such coverage simultaneous with the execution of this Contract.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

The following Exhibits are attached to and made a part of this Agreement:

Exhibit 1

SECTION 8 - ENTIRE AGREEMENT

This Agreement, together with the Exhibit and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibit and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by all parties.

SECTION 9 - INDEMNIFICATION


ENGINEER will defend, indemnify, protect, and save OWNER and COUNTY ENGINEER from any and all kinds of loss, claims, expenses, causes of action, costs, damages, and other obligations, financial or otherwise, arising from (a) negligent, reckless, or willful and wanton acts, errors or omissions by ENGINEER, its agents, employees, licensees, contractors, or subcontractors pursuant to the performance of services under this agreement; (b) the failure of ENGINEER, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Contract; and (c) the intentional misconduct of ENGINEER, its agents, employees, licensees, contractor or subcontractors that result in injury to persons or damage to property.

[the balance of this page is intentionally left blank]

SECTION 10 - EXECUTION

ENGINEER:

IN EXECUTION WHEREOF, Strand Associates, Inc., a Wisconsin corporation for profit, has caused this Agreement to be executed on the date stated below by Joseph M. Bunker, whose title is Corporate Secretary, pursuant to a corporate Resolution authorizing such act.

SIGNATURE: 
PRINTED NAME: Joseph Bunker
TITLE: Corporate Secretary
DATE: 9/10/19

IN EXECUTION WHEREOF, upon written recommendation of the Warren County Engineer, the Warren County Board of County Commissioners has caused this Agreement to be executed on the date stated below by _____, its _____, pursuant to Resolution No. _____ dated _____.

**WARREN COUNTY
BOARD OF COUNTY COMMISSIONERS**

SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

RECOMMENDED BY:

**NEIL F. TUNISON, P.E., P.S.
WARREN COUNTY ENGINEER**

APPROVED AS TO FORM:

**DAVID P. FORNSHELL,
PROSECUTING ATTORNEY
WARREN COUNTY, OHIO**

By: _____
Neil F. Tunison, P.E., P.S.

By: _____
Assistant Prosecuting Attorney



Strand Associates, Inc.[®]

615 Eishore Place, Suite 320

Cincinnati, OH 45202

(P) 513-861-5600

(F) 513-861-5601

September 5, 2019

Mr. Neil F. Tunison, P.E., P.S., Warren County Engineer
Warren County Engineer
210 West Main St.
Lebanon, Ohio 45036

Re: Stormwater Policy Support

Dear Neil,

Strand Associates, Inc.[®] (Engineer) is pleased to submit this Proposal to Warren County (County) to provide support with regulation and policy updates. We understand that Warren County Soil and Water has recently updated the County stormwater regulations to include enforcement provisions related to stormwater management. It is Engineer's understanding that County does not have jurisdictional authority to enforce regulations in Clearcreek and Hamilton Townships, or in the Villages of Maineville, Morrow, and South Lebanon. This project entails communication with these five jurisdictions as well as Deerfield Township and the City of Lebanon, which are under their own municipal separate storm sewer permits, to update each of their individual regulatory policies to provide consistency with the County regulations and to include enforcement provisions as required by the stormwater National Pollutant Discharge Elimination System (NPDES) permit. To accomplish this, Engineer proposes the following scope of services.

Scope of Services

1. Attend a workshop with the County Engineer, Soil and Water Conservation District, and the six townships and villages collaborating on this project. The workshop will serve as a kickoff meeting and will establish points of contact with each individual jurisdiction.
2. Develop updated regulations
 - a. Attend up to seven meetings, one with each participating jurisdiction. These meetings will serve to review each jurisdiction's current policies and regulations and to discuss policy and regulation updates to achieve consistency in policies and regulations.
 - b. Prepare draft policies and regulations updates for the villages, townships, and city in accordance with the Warren County regulations and include appropriate enforcement mechanisms in accordance with the NPDES permit.
 - c. Participate in up to seven teleconferences with the legal representatives of each jurisdiction to review and discuss proposed policy and regulation changes.
3. Attend up to seven public adoption hearings to answer questions and present the new policies and regulations as needed.

KMK:\gcr\CIN\Documents\Agreements\W\WarrenCounty\StormwaterRegulatorySupport.2019\Agr3861.008.pptsl.docx

Mr. Neil F. Tunison, P.E., P.S., Warren County Engineer
Warren County Engineer
Page 2
September 5, 2019

Proposed Fee

Engineer will provide the services for a lump sum of \$28,000.

Schedule

Strand will provide the outlined scope of services within 12 weeks of execution of an agreement.

This Proposal is not to be considered an agreement between Strand and Warren County. This Proposal will be included as an exhibit to the Consulting Services Contract for Design Engineering Services. If you have any questions, please feel free to contact me.

We sincerely thank you for the opportunity to submit this Proposal. We look forward to working with you. If you have any questions, comments, or need additional information, please call me at (513) 861-5600.

Sincerely,

STRAND ASSOCIATES, INC.®

A handwritten signature in black ink that reads "Kelly Kuhbader". The signature is written in a cursive, flowing style.

Kelly Kuhbader, P.E., LEED AP

LEGISLATIVE COVER MEMORANDUM

Introduction: December 4, 2019

Effective Date: Next available date after passage

Agenda Item: **Motion**
To enter into contract with GT Environmental for services related to the EPA *Notice of Violation* for the landfill at Mounts Park.

Submitted By: Brent Centers

Scope / Description: This contract will provide a scope of service and schedule to deliver to the EPA which is due on December 17, 2019. GT Environmental will also perform Grant Writing for a Brownfield Grant and pursue other funding streams. They will assist with the filing of permits and work with the Army Corp. of Engineers.

Budget Impact: Not to exceed \$8,000

Vote Required for Passage: 2 of 3

TENTATIVE PROJECT OUTLINE Mounts Park Stream Restoration

Initial Response

- Install temporary stream bed over exposed solid waste in spillway draining into lake.
- Install interim waste retention along stream beds leading to spillway to the lake.
- Install temporary screen to catch floating waste that might drain into Little Miami River.

Grants

- Evaluate historical aeriels and documentation to identify options for stream channel location(s).
- Establish the preferred new stream location(s).
- Prepared a cost estimate for the required improvements (landfill copping/stream lining, spillway reinforcement, excavation of waste delta.
- Identify and apply for applicable grants to cover as much of the project costs as possible.
- Evaluate additional funding options to supplement township match.

Community Involvement

- Develop with the Township a community notification program to alert citizens of the issue, the plans to address the issue and the grant opportunities to be pursued to offset to costs to the community.

Permitting

- Prepare an Ohio EPA Rule 13 permit for excavating into a capped landfill.
- Prepare a Nation Wide Permit 27 Application for the Army Corps of Engineers (if necessary).
- Prepare a Notice of Intent/Storm Water Pollution Prevention Plan if one acre of land is disturbed (if necessary).

Drainage Modifications

- Implement the plans and restore the landfill cap and stream channel.
 - Excavate waste from lake and current spillway bed.
 - Install new cap over exposed landfill waste.
 - Install reinforced drainage bed in spillway.

Project Administration

- Participate in meetings with the community to keep them updated on the progress.
- Participate in meetings with project stakeholders (Ohio EPA, Army Corps of Engineers, Warren County, and/or Hamilton Township).
- Interface directly with the Army Corps of Engineers and the Ohio EPA on behalf of Hamilton Township.



November 20, 2019

Mr. Brent Centers
Administrator
Hamilton Township, Ohio
7780 South State Route 48
Hamilton Township, Ohio 45039

Re: Mounts Park Stream and Landfill Restoration Plan Development

Dear Mr. Centers,

As a follow-up to our meeting on November 7, 2019 and our site visit on November 15, 2019, GT Environmental, Inc. (GT) has prepared the following proposal to address the latest Notice of Violation (NOV) issued by the Ohio Environmental Protection Agency (Ohio EPA), Division of Surface Water (DSW), dated October 18, 2019. The Scope of Services presented below is intended to get the project to a point where we can get approval from each of the regulatory agencies involved (Ohio EPA DSW, Ohio EPA Division of Materials and Waste Management (DMWM), and US Army Corps of Engineers (COE)) and obtain bids for implementing the restoration/modification plan.

BACKGROUND

Hamilton Township has received several notices of violation (NOVs) regarding the landfill on the Mounts Park property, the oldest of which was dated February 15, 2017. The NOV referenced an inspection by the Ohio EPA and other agencies that occurred on December 8, 2016. The NOV states "This property was an old gravel pit with a man-made lake. It appears the east side of the lake was filled in with municipal solid waste sometime in the 1970s when the pond was developed. The stream has eroded through the "fill" area. The cap has collapsed, exposing waste. This waste is now entering waters of the state."

Since that time, the two streams on the property, one entering from the southeast corner of the property and the other entering from the east side of the property near the northeast corner of the lake, have continued to erode through the former landfill. They have also merged on the east side of the property and now discharge into the east side of the lake.

A visual inspection of the stream channels was conducted by representatives of GT and Lockwood, Jones & Beale (LJB) and Hamilton Township on November 15, 2019. The

inspection confirmed the continued erosion by the stream, and the erosion of the former landfill. Evidence of solid waste floating on the surface of the lake was not observed during this inspection, however solid waste was observed on the riverbank near the mouth of the stream.

The following Scope of Services has been developed to address the latest NOV, dated October 18, 2019. This NOV requires the following:

Requested Action: *Please provide a schedule for correcting the existing violations cited in this Notice of Violation. This schedule should include, at a minimum, the following milestone activities with associated dates: Since the remedy will most likely include properly covering, filling and/or excavating in the former solid waste landfill area, Hamilton Township will need to submit a request to Ohio EPA Southwest District Office DMWM detailing these activities. More specifically, Hamilton Township will need to request authorization in accordance with OAC Rule 3745-27-13 "Procedure to engage in filling, grading, excavating, building, drilling, or mining on land where a hazardous waste facility or solid waste facility was operated." (Rule 13 Request)*

- i. Within the proposed schedule for correcting the violations cited in this letter, please include a date for submitting an approvable Rule 13 Request to Ohio EPA DMWM.*
- ii. Since the remedy will most likely include conducting work within Waters of the United States, please include a milestone for acquiring all necessary permits from the United States Army Corps of Engineers and, if needed, water quality certifications from the Ohio EPA 401 Water Quality Certification Section.*
- iii. Please include a date for completing all work needed to resolve the violations cited in this letter.*

Additional work will be required once this NOV is addressed, and the scope for the complete project will be addressed by the plan and schedule developed under this project.

SCOPE OF SERVICES

The October 18, 2019 NOV requires a response within 60 days of issuance of the NOV. This sets our target completion date at December 17, 2019. Discussions with Scott Eardley with the Ohio EPA DSW indicated that their goal with the October 18, 2019 NOV was to get a plan and schedule in place, not to resolve all of the issues within the 60-day response time. He also understands that the surface water issues will not be completely



addressed until the solid waste and stream channel issues are addressed, but that they will all be resolved simultaneously.

A discussion with Maria Lammers with the Ohio EPA DMWM stated that the restoration of the landfill and cap needed to be in compliance with the 1976 Ohio EPA rules for landfill closure as the original closure was completed in accordance with those rules. In general, this requires a two (2) foot cap of material over the waste that will reduce the potential of water infiltrating into the waste and generating leachate that will enter the lake. Ms. Lammers also stated that the eroded waste that is currently exposed on the riverbank can be collected and placed back into the eroded areas of the landfill prior to the replacement of the cap. A Rule 13 permit will be required for this work.

A review of the Corps of Engineers requirements indicates that the eastern portion of the park, including the streams, is eligible to be included under the General Permit for the COE. Therefore, the permitting process will be less stringent than if a site-specific individual permit would be required.

Based on the input from the agencies, GT will develop a plan to address the requirements of each of these agencies and a schedule for the implementation of the tasks required to complete the plan. This work will be completed by December 6, 2019, and a draft plan and schedule will be distributed to each of the parties involved on or before December 6, 2019. A teleconference will be scheduled for the first part of the following week to go over the plan and schedule and confirm that each of the parties is in agreement with the plan and schedule. If any revisions are required, they will be made that week, and the final plan and schedule will be submitted to Ohio EPA on or before December 17, 2019.

PROJECT SCHEDULE

GT can begin work immediately upon receiving your written authorization to proceed. The plan and schedule for implementation of the plan will be completed in draft format by December 6, 2019. GT will distribute the draft to Hamilton Township as well as Ohio EPA DSW and DMWM, and the COE for review. A conference call will be scheduled for Tuesday, December 10 to discuss any questions or revisions. Following the call, applicable modifications will be made to the plan and schedule and the documents will be finalized for submittal to the Ohio EPA on or before December 17, 2019.

PROJECT COSTS

GT proposes to complete our services on a time and materials basis for a not to exceed cost of **\$8,000.00**. The fee includes all charges for labor, travel and expenses, and report preparation, and will be billed on a monthly basis for the services rendered the previous month. All work will be completed in accordance with our Professional Services Agreement (Attachment A) and our standard fees schedule (Exhibit A in Attachment A). If this budget is reached prior to completion of the plan and schedule, Hamilton Township will be notified for written approval prior to GT expending any additional time or money.



TERMS OF ENGAGEMENT:

GT is pleased that Hamilton Township has provided us the opportunity to perform this assignment. GT will invoice Hamilton Township for actual costs incurred on a monthly basis (terms net 30 days) based on GT's Standard 2019 Rate Schedule (Exhibit A in Attachment A). GT will initiate work on this assignment immediately after receiving a signed Professional Services Agreement in order to meet the 60-day response deadline of December 17, 2019.

Sincerely,
GT Environmental, Inc.



Richard D. Ordeman
Senior Project Manager

ATTACHMENT A
Professional Services Agreement



November 20, 2019

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into this 26th day of August 2019, by and between GT Environmental, Inc., an Ohio corporation (“GT”) and Hamilton Township (“CLIENT”) located at 7780 South State Route 48, Hamilton Township, Ohio 45039 (“CLIENT”), for professional and related services to be provided to CLIENT.

I

SCOPE OF SERVICES

GT shall provide services to CLIENT as set forth in the “Scope of Services” presented in GT’s November 20, 2019 proposal attached hereto and incorporated herein, which upon acceptance by CLIENT shall be governed by the terms of this Agreement.

II

FEES FOR SERVICES

For services provided by GT to CLIENT pursuant to this Agreement, CLIENT shall pay GT in accordance with the rates and charges set forth in Exhibit A, “Fees for Services,” attached hereto and incorporated herein.

III

BILLING AND PAYMENT

GT shall submit a monthly statement to CLIENT setting forth the amount due for services and itemizing amounts due for expenses. CLIENT shall pay the full amount of such statement within thirty (30) days after receipt. Amounts due hereunder and not paid within thirty days shall be subject to interest charges in an amount not to exceed two percent (2%) per month.

IV

INDEPENDENT CONTRACTOR

GT shall provide services to CLIENT as an independent contractor, not as an employee, agent or joint venture partner of CLIENT. GT shall not have or claim any right arising from employee status.

V

TERMINATION OF AGREEMENT

- (a) Unless otherwise terminated as provided herein, this Agreement shall terminate when the services provided for herein have been fully and completely performed.
- (b) Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time without cause by giving written notice to the other party, such notice of termination being effective upon receipt thereof.

(c) Upon termination of this Agreement, GT shall have no further obligation to provide services to CLIENT. If the Agreement is terminated prior to completion of the services to be provided hereunder, GT immediately shall cease incurring project costs and shall render a final bill for services to CLIENT, and CLIENT shall remit payment in full to GT within thirty (30) days.

VI INSURANCE

(a) GT shall maintain in effect at its own expense, three million dollars (\$3,000,000) aggregate professional errors and omissions liability insurance and one million dollars (\$1,000,000) aggregate of comprehensive automobile liability insurance with respect to GT employees and vehicles assigned to the prosecution of work under this Agreement. GT shall remain a participant in the State of Ohio Bureau of Workers' Compensation insurance fund as required by state law with respect to its employees.

(b) GT shall obtain and thereafter maintain in effect, if available, such additional insurance as may be reasonably requested in writing by CLIENT, the cost of which will be reimbursed by CLIENT.

VII LIABILITY

(a) GT shall indemnify and hold harmless CLIENT, its directors, officers, partners, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to reasonable attorney's fees, for which GT is determined to be legally liable resulting from negligent acts, errors, or omissions by GT, its directors, officers, agents, and employees in performance of services pursuant to this Agreement. Liability, claims, demands, damages, losses, or expenses resulting from the negligent acts, errors or omissions, whether active or passive, by CLIENT, its directors, officers, partners, agents, employees, or by others are excluded from GT's obligations pursuant to this paragraph.

(b) To the extent permitted by law, CLIENT shall indemnify and hold harmless GT, its directors, officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to reasonable attorney's fees, for which CLIENT is determined to be legally liable resulting from negligent acts, errors or omissions by CLIENT, its directors, officers, partners, agents, and employees. Liability, claims, demands, damages, losses, or expenses resulting from the negligent acts, errors, or omissions, whether active or passive, by GT, its directors, officers, agents, employees, or by others are excluded from CLIENT's obligations pursuant to this paragraph.

(c) GT's obligations to indemnify and hold CLIENT party harmless shall be expressly limited to the proceeds of its applicable insurance coverage. Each party's obligations to indemnify and hold the other party harmless hereunder shall terminate one (1) year after termination of this Agreement. GT shall not be liable to CLIENT for incidental or consequential damages, including, without limitation, loss of use or loss of profits, regardless of whether such damages are caused by

a breach of contract, willful misconduct, negligent act or omission, or other wrongful act, whether professional or nonprofessional, of GT or its employees.

(d) In the event that CLIENT changes in any way, or uses in another project or for other purposes, any of the information or materials developed by GT pursuant to this Agreement, GT is released from any and all liability relating to such information usage and CLIENT shall indemnify and hold harmless GT, its directors, officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of such changes or use. CLIENT may request GT to issue a written reliance letter to a third party for information and materials developed by GT pursuant to this Agreement providing the information and materials are not edited or altered by CLIENT.

(e) In the absence of a written reliance letter issued by GT to a third party, nothing in this Agreement shall be construed to create a duty to, any standard of care with reference to, or any liability to any person not a party to this Agreement.

VIII SUCCESSORS IN INTEREST

This Agreement shall be binding on, and inure to the benefit of, each party's successors in interest, including their heirs, legatees, assignees, and legal representatives.

IX WAIVER

Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

X SEVERAL OBLIGATIONS

Except where specifically stated in this Agreement to be otherwise, the duties, obligations, and liabilities of the parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall be construed to create an association, trust, partnership, or joint venture or to impose a trust or partnership duty, obligation, or liability on or with regard to either party. Each party shall be individually and severally liable for its own obligations under this Agreement.

XI AMENDMENT

All changes or modifications to this Agreement shall be in writing and signed by both parties.

**XII
GOVERNING LAW**

This Agreement shall be construed and interpreted according to, and the rights of the parties shall be governed by, the laws of the State of Ohio. The parties agree that the proper and exclusive venue for any cause of action arising from or relating to this Agreement shall be the state or federal courts located in Franklin County, Ohio and the parties hereby waive any defense of *forum non conveniens* related thereto.

**XIII
DISPUTE RESOLUTION**

Any dispute (other than the non-payment of Fees to GT) that has not been resolved within ten (10) days of being referred to the senior executives of GT and the appropriate representatives of CLIENT shall be presented to non-binding mediation before a mediator located in Columbus, Ohio that is mutually acceptable to GT and CLIENT. Any such mediation shall be conducted as soon as practicable, but in no event after more than 20 additional days. Each party agrees to a minimum of eight (8) hours of mediation. In the event mediation does not resolve the dispute or the dispute involves the non-payment of Fees, the parties agree to exclusive jurisdiction of state and federal courts located in Columbus, Ohio to resolve any dispute regarding this Agreement and performance thereunder. The breaching party hereby agrees to pay the non-breaching party all costs and expenses, including reasonable attorney's fees and other expenses, incurred by the non-breaching party in enforcing any of the terms, conditions, or provisions of this Agreement; provided further, however, that if a party initiates legal action and is unsuccessful in proving a breach did in fact occur, such initiating party shall pay the non-initiating party's costs and expenses, including reasonable attorney fees and other expenses, incurred to defend such action.

**XIV
ENTIRE AGREEMENT**

This Agreement constitutes the complete and final expression of the agreement of the parties and is intended as a complete and exclusive statement of the terms of their agreements and supersedes all prior and contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

**XV
SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

**XVI
NOTICES**

(a) Any notice, demand, information, invoice, report, or item otherwise required, authorized, or provided for in this Agreement, unless otherwise specified herein, shall be deemed properly given if delivered in person, sent by United States Mail, First Class postage prepaid, or delivered by commercial delivery service:

To GT: GT Environmental, Inc.
ATTN: Michael Greenberg
2400 Corporate Exchange Drive, Suite 150
Columbus, Ohio 43231

To CLIENT: Hamilton Township
ATTN: _____
7780 South State Route 48
Hamilton Township, Ohio 45039

(b) All notices shall be deemed effective upon receipt by the party to whom such notice is given.

**XVII
FORCE MAJEURE**

Any delays in or failure of performance by GT shall not constitute a breach hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of GT. In the event that any event of force majeure as herein defined occurs, GT shall be entitled to a reasonable extension of time for performance of its services under the Agreement.

**XVIII
SIGNATURE CLAUSE**

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement in duplicate originals the date and year first above written.

BOARD OF COMMISSIONERS
HAMILTON TOWNSHIP, OHIO

ATTEST:

Township Clerk

By:

FORM APPROVED:

Township Attorney

CONTRACTOR

ATTEST:

By:

Name

Title

EXHIBIT A

Standard Fee Schedule

GT Environmental, Inc.
CY 2019 Standard Fees for Services

Professional and support services, except testimony, shall be billed at the following hourly rates:

Billing Category	Hourly Rate
Principal Consultant	\$205
Senior Manager	\$185
Senior Project Manager	\$165
Project Manager	\$150
Engineer/Scientist/Planner/Geologist III	\$140
Engineer/Scientist/Planner/Geologist II	\$125
Engineer/Scientist/Planner/Geologist I	\$115
Technical Analyst	\$105
Office Services	\$90
Data Entry Technician	\$70

The above rates shall be adjusted each year, commencing January 1st, to reflect the change in rates officially established by GT. Rates for testimony are 150% of the standard rates.

Reproduction, printing and other miscellaneous expenses shall not be billed unless specifically authorized in the Scope of Services or in writing by CLIENT.

Automobile mileage shall be billed at the rate authorized by the Internal Revenue Service and the use of rental cars will be billed at actual cost. Other expenses, such as overnight delivery, travel, food and lodging shall be billed at actual cost.

Subcontractor costs shall be billed at cost plus 10%.

CLIENT shall reimburse GT for any applicable sales tax imposed on services rendered by GT to CLIENT.



LEGISLATIVE COVER MEMORANDUM

Introduction: December 4, 2019

Effective Date: Next available date after passage

Agenda Item: **Motion**
To enter into contract with Village of Classicway subdivision for snow removal services.

Submitted By: Brent Centers

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

Budget Impact: The Village of Classicway will pay Hamilton Township \$150 for 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, (the Developer), the DEVELOPER OF Village of Classway SUBDIVISION, (the Subdivision).

Please include the PHASE and STREET Names: Phase 6
Unbridled Way Alyshoba 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 into 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 Villages of Classway
Subdivision, on this 30th day of October, 2019.

[Signature]
Witness

[Signature]
Developer

Witness

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

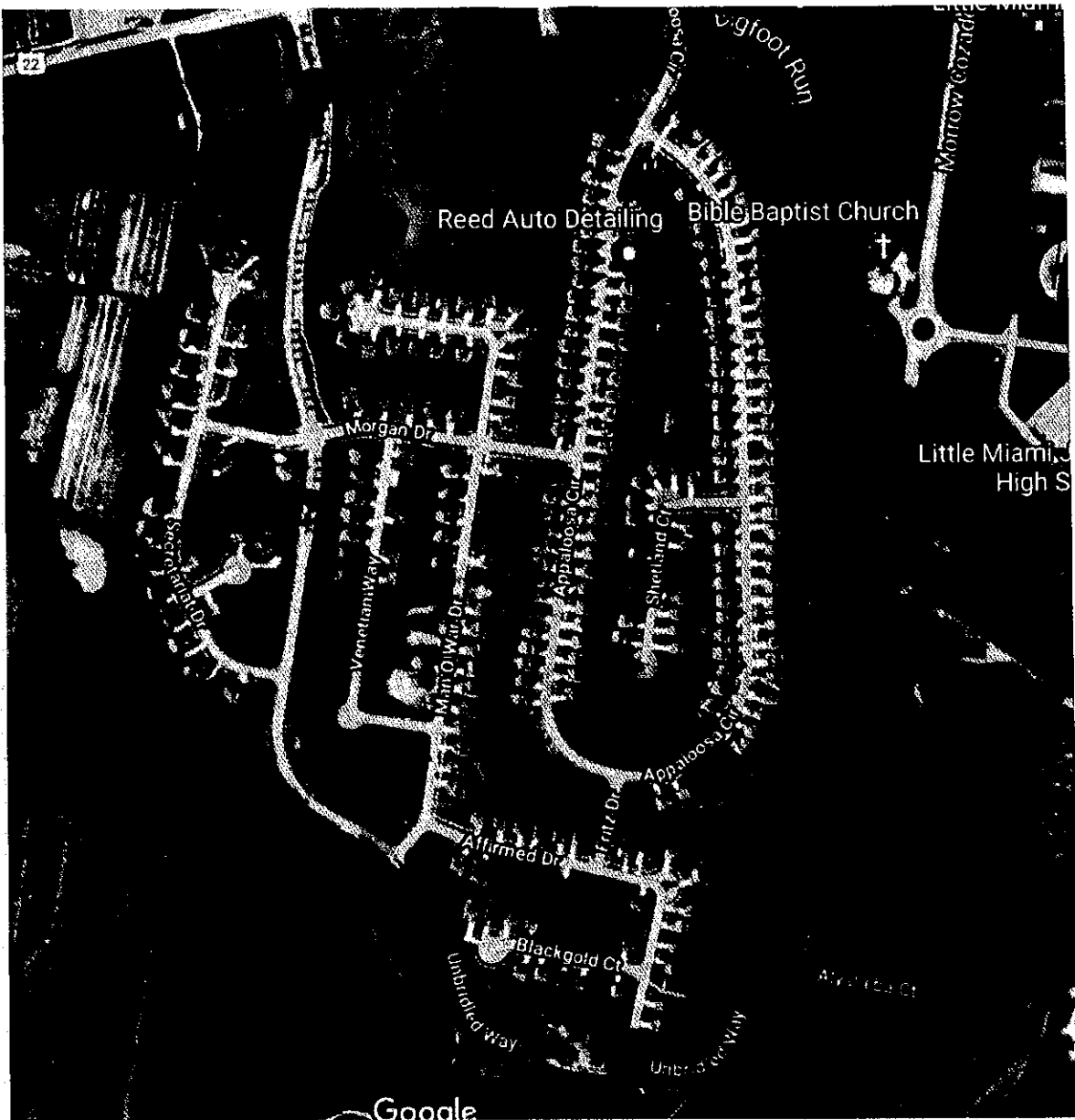
Witness

Township Representative

Witness

Billing Address for the Developer:

Street: 5325 Wooster Pike
City: Cincinnati State: OH Zip Code: 45226



Reed Auto Detailing

Bible Baptist Church

Little Miami High School

Google

LEGISLATIVE COVER MEMORANDUM

Introduction: December 4, 2019

Effective Date: Next available date after passage

Agenda Item: **Motion**
To enter into contract with Turning Leaf subdivision for snow removal services.

Submitted By: Brent Centers

Scope / Description: The Turning Leaf subdivision is required to perform snow removal services and has requested to contract with Hamilton Township to provide those services.

Budget Impact: The Turning Leaf will pay Hamilton Township \$150 for a minimum of 1 hour per call-out.

Vote Required for Passage: 2 of 3



October 30, 2019

Mr. Kenny Hickey
Hamilton Township
8373 Maineville Road
Hamilton Township, Ohio 45039

Re: Turning Leaf - Phase 7A; Snow & Ice Agreement

Dear Kenny:

As recently discussed, attached please find the executed Snow & Ice Agreement for Phase 7A of our Turning Leaf subdivision for 2019-2020.

Please let me know if you need any additional information or have any questions.

Thank you for your assistance.

Sincerely,

TURNING LEAF, L.L.C.
by Robert C. Rhein Interests, Inc.
Manager

A handwritten signature in black ink, appearing to read "Jill Prior".

Jill Prior
Division Coordinator

Encls.



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 Turning Leaf, LLC, (the Developer), the DEVELOPER OF Turning Leaf SUBDIVISION, (the Subdivision).

Please include the PHASE and STREET Names: Ph. 7A - Turning Leaf Way
(eastern end)

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 into 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 STEVEN J. BOSSE
of Robert C. Rhein Interests, the developer of Turning Leaf
 Subdivision, on this 29th day of OCTOBER, 2019

Sharon F. Nopper
 Witness

TURNING LEAF, LLC
by Robert C. Rhein Interests, Inc.
Manager
 Developer STEVEN J. BOSSE
Vice President

[Signature]
 Witness

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

 Witness

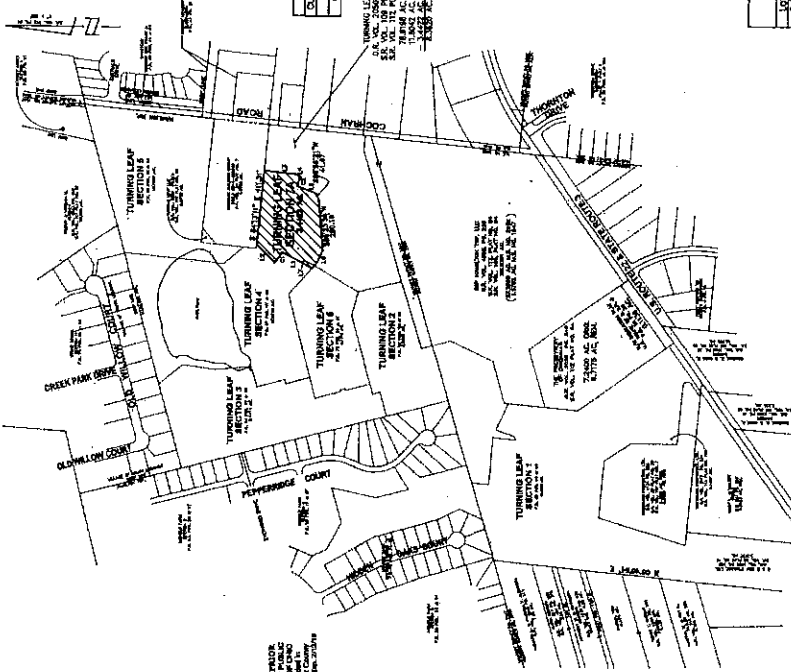
 Township Representative

 Witness

Billing Address for the Developer:
 Street: 11025 Reed Hartman Hwy. Ste B-1
 City: Cincinnati State: OH Zip Code: 4524

TURNING LEAF SECTION 7A CONTAINING 3.4422 ACRES LOCATED IN MILITARY SURVEY #1547 HAMILTON TOWNSHIP WARREN COUNTY, OHIO

JULY, 2017



SUPERIMPOSITION MAP
1" = 300'

OWNER'S COUNTY AND INDUSTRY PLATING, DO NOT INFRINGE UPON THE RIGHTS OF ANY OTHER PARTY TO THE LAND AND DO NOT INTERFERE WITH ANY OTHER RIGHTS OF ANY OTHER PARTY TO THE LAND.

ANY PUBLIC UTILITY BARRIERS ARE SHOWN ON THIS PLAT AND THE PLACEMENT OF BARRIERS IS SHOWN ON THIS PLAT. THE BARRIERS ARE SHOWN IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC UTILITIES ACT, R.S. 2231.01, WHICH PROVIDES THAT BARRIERS SHALL BE PLACED AT THE POINTS OF CROSSING OF THE UTILITY AND THE ROAD OR HIGHWAY OR AT THE POINTS OF CROSSING OF THE UTILITY AND THE PROPERTY BOUNDARIES OF THE UTILITY. THE BARRIERS SHALL BE PLACED AT THE POINTS OF CROSSING OF THE UTILITY AND THE ROAD OR HIGHWAY OR AT THE POINTS OF CROSSING OF THE UTILITY AND THE PROPERTY BOUNDARIES OF THE UTILITY. THE BARRIERS SHALL BE PLACED AT THE POINTS OF CROSSING OF THE UTILITY AND THE ROAD OR HIGHWAY OR AT THE POINTS OF CROSSING OF THE UTILITY AND THE PROPERTY BOUNDARIES OF THE UTILITY.

THE UNDERSIGNED IS NOT PROVIDING ANY SERVICES OR PRODUCTS TO THE PUBLIC AND IS NOT PROVIDING ANY SERVICES OR PRODUCTS TO THE PUBLIC AND IS NOT PROVIDING ANY SERVICES OR PRODUCTS TO THE PUBLIC.

PUBLIC UTILITY SERVICE BARRIERS:
THE PUBLIC UTILITY SERVICE BARRIERS ARE SHOWN ON THIS PLAT IN ACCORDANCE WITH THE REQUIREMENTS OF THE PUBLIC UTILITIES ACT, R.S. 2231.01, WHICH PROVIDES THAT BARRIERS SHALL BE PLACED AT THE POINTS OF CROSSING OF THE UTILITY AND THE ROAD OR HIGHWAY OR AT THE POINTS OF CROSSING OF THE UTILITY AND THE PROPERTY BOUNDARIES OF THE UTILITY. THE BARRIERS SHALL BE PLACED AT THE POINTS OF CROSSING OF THE UTILITY AND THE ROAD OR HIGHWAY OR AT THE POINTS OF CROSSING OF THE UTILITY AND THE PROPERTY BOUNDARIES OF THE UTILITY.

THE UNDERSIGNED IS NOT PROVIDING ANY SERVICES OR PRODUCTS TO THE PUBLIC AND IS NOT PROVIDING ANY SERVICES OR PRODUCTS TO THE PUBLIC.

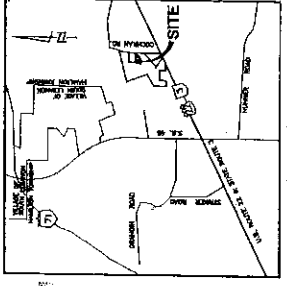
STATE OF OHIO
WARREN COUNTY
PLAT OF SECTION 7A
TURNING LEAF
9-24-17

I HEREBY APPROVE THIS PLAT ON THIS 24th DAY OF September 2017

Warren County Engineer
Warren County Planning Commission
Warren County Surveyor
Warren County Auditor

OWNER'S COUNTY AND INDUSTRY PLATING, DO NOT INFRINGE UPON THE RIGHTS OF ANY OTHER PARTY TO THE LAND AND DO NOT INTERFERE WITH ANY OTHER RIGHTS OF ANY OTHER PARTY TO THE LAND.

THE UNDERSIGNED IS NOT PROVIDING ANY SERVICES OR PRODUCTS TO THE PUBLIC AND IS NOT PROVIDING ANY SERVICES OR PRODUCTS TO THE PUBLIC.



VICINITY MAP
NOT TO SCALE

COUNTY ENGINEER
WARREN COUNTY ENGINEER
I HEREBY APPROVE THIS PLAT ON THIS 30th DAY OF August 2017

COUNTY PLANNING COMMISSION
WARREN COUNTY PLANNING COMMISSION
I HEREBY APPROVE THIS PLAT ON THIS 31st DAY OF August 2017

COUNTY SURVEYOR
WARREN COUNTY SURVEYOR
I HEREBY APPROVE THIS PLAT ON THIS 30th DAY OF August 2017

COUNTY AUDITOR
WARREN COUNTY AUDITOR
I HEREBY APPROVE THIS PLAT ON THIS 30th DAY OF August 2017

ENGINEERS
CivilPro Engineers, LLC
CONSULTING ENGINEERS & SURVEYORS
4700 DATA DRIVE, SUITE 100
HAMILTON, OHIO 45030
(513) 584-1228

OWNER/DEVELOPER
TURNING LEAF, LLC
11022 REED HARTMAN HWY.
BLUE ASH, OHIO 40202
(614) 881-7100

COUNTY RECORDS
PLAT NO. 8-024-17
RECORDED ON 9/24/17 BY 3017
WARREN COUNTY AUDITOR
WARREN COUNTY ENGINEER
WARREN COUNTY SURVEYOR
WARREN COUNTY PLANNING COMMISSION

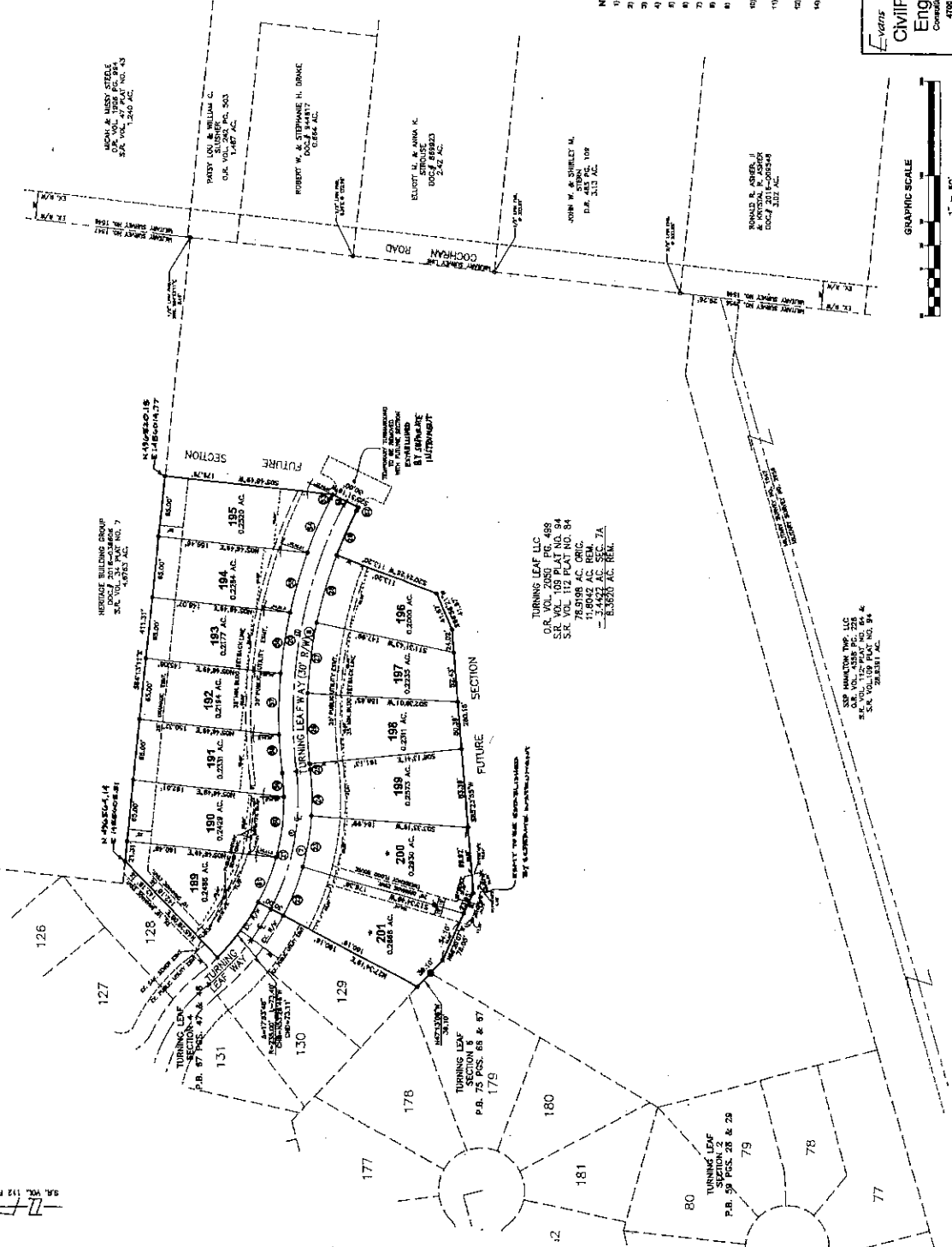


SECTION 7A AREA SUMMARY

LOTS	3,328 AS
TOTAL	3,328 AS
SECTION 7A	3,328 AS
TURNING LEAF BAY	457

S.R. VOL. 112 PLAT NO. 84

SECTION	PLAT NO.	ACRES	OWNER
126	112-112-001	0.2500	MON. & LINDY CIRCLE
127	112-112-002	0.2500	MON. & LINDY CIRCLE
128	112-112-003	0.2500	MON. & LINDY CIRCLE
129	112-112-004	0.2500	MON. & LINDY CIRCLE
130	112-112-005	0.2500	MON. & LINDY CIRCLE
131	112-112-006	0.2500	MON. & LINDY CIRCLE
177	112-112-007	0.2500	MON. & LINDY CIRCLE
178	112-112-008	0.2500	MON. & LINDY CIRCLE
179	112-112-009	0.2500	MON. & LINDY CIRCLE
180	112-112-010	0.2500	MON. & LINDY CIRCLE
181	112-112-011	0.2500	MON. & LINDY CIRCLE
182	112-112-012	0.2500	MON. & LINDY CIRCLE
183	112-112-013	0.2500	MON. & LINDY CIRCLE
184	112-112-014	0.2500	MON. & LINDY CIRCLE
185	112-112-015	0.2500	MON. & LINDY CIRCLE
186	112-112-016	0.2500	MON. & LINDY CIRCLE
187	112-112-017	0.2500	MON. & LINDY CIRCLE
188	112-112-018	0.2500	MON. & LINDY CIRCLE
189	112-112-019	0.2500	MON. & LINDY CIRCLE
190	112-112-020	0.2500	MON. & LINDY CIRCLE
191	112-112-021	0.2500	MON. & LINDY CIRCLE
192	112-112-022	0.2500	MON. & LINDY CIRCLE
193	112-112-023	0.2500	MON. & LINDY CIRCLE
194	112-112-024	0.2500	MON. & LINDY CIRCLE
195	112-112-025	0.2500	MON. & LINDY CIRCLE
196	112-112-026	0.2500	MON. & LINDY CIRCLE
197	112-112-027	0.2500	MON. & LINDY CIRCLE
198	112-112-028	0.2500	MON. & LINDY CIRCLE
199	112-112-029	0.2500	MON. & LINDY CIRCLE
200	112-112-030	0.2500	MON. & LINDY CIRCLE
201	112-112-031	0.2500	MON. & LINDY CIRCLE
202	112-112-032	0.2500	MON. & LINDY CIRCLE
203	112-112-033	0.2500	MON. & LINDY CIRCLE
204	112-112-034	0.2500	MON. & LINDY CIRCLE
205	112-112-035	0.2500	MON. & LINDY CIRCLE
206	112-112-036	0.2500	MON. & LINDY CIRCLE
207	112-112-037	0.2500	MON. & LINDY CIRCLE
208	112-112-038	0.2500	MON. & LINDY CIRCLE
209	112-112-039	0.2500	MON. & LINDY CIRCLE
210	112-112-040	0.2500	MON. & LINDY CIRCLE
211	112-112-041	0.2500	MON. & LINDY CIRCLE
212	112-112-042	0.2500	MON. & LINDY CIRCLE
213	112-112-043	0.2500	MON. & LINDY CIRCLE
214	112-112-044	0.2500	MON. & LINDY CIRCLE
215	112-112-045	0.2500	MON. & LINDY CIRCLE
216	112-112-046	0.2500	MON. & LINDY CIRCLE
217	112-112-047	0.2500	MON. & LINDY CIRCLE
218	112-112-048	0.2500	MON. & LINDY CIRCLE
219	112-112-049	0.2500	MON. & LINDY CIRCLE
220	112-112-050	0.2500	MON. & LINDY CIRCLE



MON. & LINDY CIRCLE
O.R. VOL. 112 PLAT NO. 84
S.R. VOL. 112 PLAT NO. 84

PARTY LINDY & WILLIAM C.
O.R. VOL. 112 PLAT NO. 84
S.R. VOL. 112 PLAT NO. 84

ROBERT W. & STEPHANIE H. DRANE
O.R. VOL. 112 PLAT NO. 84
S.R. VOL. 112 PLAT NO. 84

ELIOTT J. & JANA K.
O.R. VOL. 112 PLAT NO. 84
S.R. VOL. 112 PLAT NO. 84

JOHN W. & SHERLEY M.
O.R. VOL. 112 PLAT NO. 84
S.R. VOL. 112 PLAT NO. 84

RONALD R. ROBER, J.
& ANTHONY W. JASOUR
O.R. VOL. 112 PLAT NO. 84
S.R. VOL. 112 PLAT NO. 84

TURNING LEAF LLC
O.R. VOL. 112 PLAT NO. 84
S.R. VOL. 112 PLAT NO. 84
78,998 AC. ORIC.
1.6472 AC. S.E.M. 7A
1.4422 AC. S.E.M. 7A
8.3550 AC. R.E.M.

SEP HAMILTON TWP. LLC
O.R. VOL. 112 PLAT NO. 84
S.R. VOL. 112 PLAT NO. 84
28,831 AC.

THE SHOWN OPENING IS A WINDOW (NOT SHOWN) IN THE APPROVED IMPROVEMENT PLANS FOR THE LOT. THE WINDOW SHALL BE LOCATED WITHIN A REASONABLE DISTANCE FROM THE FOUNDATION. THE SHOWN OPENING IS A WINDOW (NOT SHOWN) IN THE APPROVED IMPROVEMENT PLANS FOR THE LOT. THE WINDOW SHALL BE LOCATED WITHIN A REASONABLE DISTANCE FROM THE FOUNDATION.

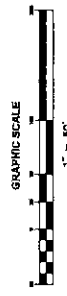
IF FINAL FLOOR PLAN IS SUBMITTED AND BUILDING PERMITS ARE OBTAINED, THE WINDOW SHALL BE LOCATED WITHIN A REASONABLE DISTANCE FROM THE FOUNDATION. THE SHOWN OPENING IS A WINDOW (NOT SHOWN) IN THE APPROVED IMPROVEMENT PLANS FOR THE LOT. THE WINDOW SHALL BE LOCATED WITHIN A REASONABLE DISTANCE FROM THE FOUNDATION.

LOT NO. 188
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- NOTES:
- 1) INDICATES WHERE THE WINDOW IS TO BE LOCATED.
 - 2) INDICATES WHERE THE WINDOW IS TO BE LOCATED.
 - 3) INDICATES WHERE THE WINDOW IS TO BE LOCATED.
 - 4) INDICATES WHERE THE WINDOW IS TO BE LOCATED.
 - 5) INDICATES WHERE THE WINDOW IS TO BE LOCATED.
 - 6) INDICATES WHERE THE WINDOW IS TO BE LOCATED.
 - 7) INDICATES WHERE THE WINDOW IS TO BE LOCATED.
 - 8) INDICATES WHERE THE WINDOW IS TO BE LOCATED.
 - 9) INDICATES WHERE THE WINDOW IS TO BE LOCATED.
 - 10) INDICATES WHERE THE WINDOW IS TO BE LOCATED.
 - 11) INDICATES WHERE THE WINDOW IS TO BE LOCATED.
 - 12) INDICATES WHERE THE WINDOW IS TO BE LOCATED.
 - 13) INDICATES WHERE THE WINDOW IS TO BE LOCATED.
 - 14) INDICATES WHERE THE WINDOW IS TO BE LOCATED.
 - 15) INDICATES WHERE THE WINDOW IS TO BE LOCATED.
 - 16) INDICATES WHERE THE WINDOW IS TO BE LOCATED.

CivilPro
Engineers, LLC
MILITARY SURVEY & SURVEYING
HAMILTON TOWNSHIP
WARRICK COUNTY, INDIANA
4790 Dale Drive, Suite 100
Hamilton, IN 47530
(317) 384-7228

TURNING LEAF
SECTION 7A
MILITARY SURVEY & SURVEYING
HAMILTON TOWNSHIP
WARRICK COUNTY, INDIANA
SCALE: AS SHOWN
SHEET 2 OF 2



LEGISLATIVE COVER MEMORANDUM

Introduction: December 4, 2019

Effective Date: Next available date after passage

Agenda Item: **Resolution 19-1204**
A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND SETTING SPEED LIMITS ON SECTION FIFTEEN, IN MIAMI BLUFFS SUBDIVISION, HAMILTON TOWNSHIP, WARREN COUNTY, DISPENSING WITH THE SECOND READING AND DECLARING AND EMERGENCY.

Submitted By: Brent Centers

Scope / Description: This will allow Hamilton Township to accept Section 15 of the Miami Bluffs subdivision from Warren County as a Hamilton Township 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 to 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 December 4, 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 its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 19-1204**

**A RESOLUTION ACCEPTING PUBLIC STREETS FOR MAINTENANCE AND
SETTING SPEED LIMITS ON SECTION FIFTEEN, IN THE MIAMI BLUFFS
SUBDIVISION, HAMILTON TOWNSHIP, DISPENSING WITH THE SECOND
READING AND DECLARING AN EMERGENCY**

WHEREAS, Warren County Commissioners have accepted the following streets in the Miami Bluffs subdivision and approved them for maintenance by Hamilton Township and Hamilton Township is accepting the same for maintenance Section Fifteen (15) 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 Fifteen as shown on the attached Exhibit A of the Miami Bluffs subdivision for maintenance.
- SECTION 2.** The speed limit in Section Fifteen (15) of the Miami Bluffs 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 _____
Joe Walker –	Aye _____	Nay _____
Joseph P. Rozzi –	Aye _____	Nay _____

Resolution adopted this 4th day of December 2019.

Attest:

James D. Hunter, *Fiscal Officer*

Approved as to form:

Benjamin J. Yoder, *Law Director*

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 Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on December 4, 2019

Date: _____

James D. Hunter, *Fiscal Officer*



November 25, 2019

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

Re: Miami Bluffs, Section Fifteen

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

A handwritten signature in black ink that reads "Jason Fisher". The signature is written in a cursive, slightly slanted style.

Jason Fisher
Subdivision Inspection

Cc: Fisher Dev., Co., Attn: Casey Schlensker (E-Mail only)
Hamilton Twp – Brent Centers, Administrator (E-Mail only)
Soil & Water – (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



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

June 29, 2015

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

Re: Miami Bluffs, Section Fifteen

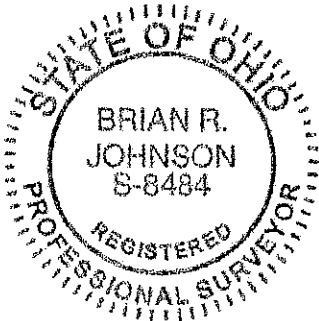
Dear Mr. Tunison:

This letter serves to notify you that all of the iron pins have been set as indicated on the record plat for Miami Bluffs, Section Fifteen.

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>

2 of 6



August 23, 2019

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

RE: Miami Bluffs Section Fifteen

Dear Hamilton Township,

Please be advised that construction of the above development has been completed and the maintenance period is due for expiration.

Whereas the streets and storm sewers with related appurtenances will become the maintenance jurisdiction of your board.

I therefore request your board, or your representative, meet with my representative at the time and place shown below, and jointly review said development for corrections needed for concurrence with public acceptance.

Date: September 5, 2019

Time: 10:00 A.M.

Location: Entrance

Sincerely,

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

Jason Fisher

Jason Fisher
Subdivision Inspector

Cc: Fischer Dev. Co., Attn: Casey Schlensker (E-Mail only)
Hamilton Twp - Brent Centers, Administrator (E-Mail only)
Soil & Water Department (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
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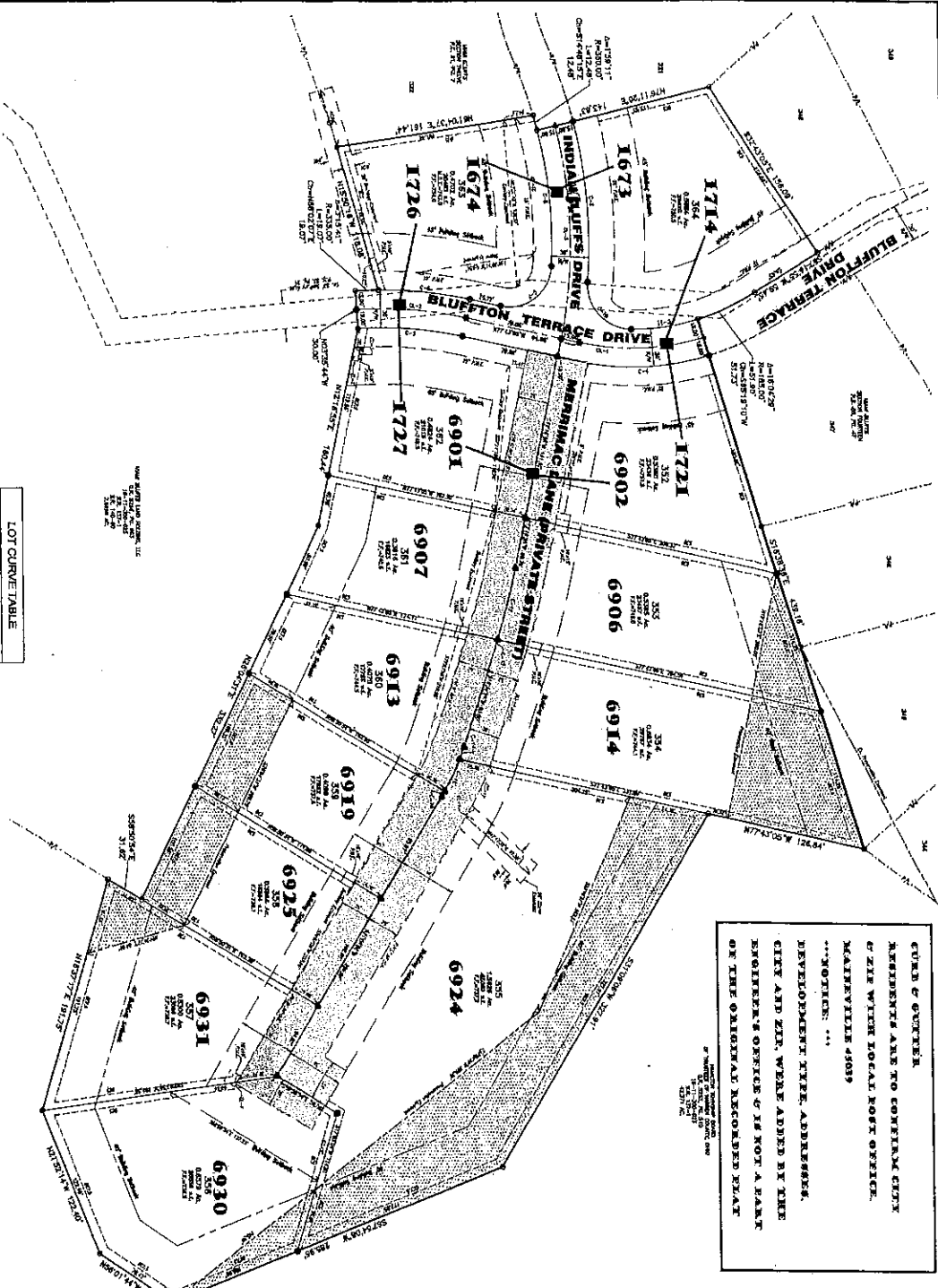
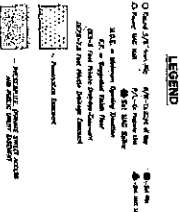
3 of 4

Line	Distance	Bearing
1-1	0.0000	270°
1-2	0.0000	270°
1-3	0.0000	270°
1-4	0.0000	270°
1-5	0.0000	270°

Curve	Point	Radius	Length	Chord
1-1	1674	1000.00	1000.00	1000.00
1-2	1726	1000.00	1000.00	1000.00
1-3	1721	1000.00	1000.00	1000.00
1-4	1727	1000.00	1000.00	1000.00
1-5	1721	1000.00	1000.00	1000.00

Curve	Point	Radius	Length	Chord
1-1	1674	1000.00	1000.00	1000.00
1-2	1726	1000.00	1000.00	1000.00
1-3	1721	1000.00	1000.00	1000.00
1-4	1727	1000.00	1000.00	1000.00
1-5	1721	1000.00	1000.00	1000.00

Curve	Point	Radius	Length	Chord
1-1	1674	1000.00	1000.00	1000.00
1-2	1726	1000.00	1000.00	1000.00
1-3	1721	1000.00	1000.00	1000.00
1-4	1727	1000.00	1000.00	1000.00
1-5	1721	1000.00	1000.00	1000.00



CURTIS & OVERTON
 ARCHITECTS AND ENGINEERS
 6700 WEST PALM BEACH BOULEVARD
 SUITE 100
 PALM BEACH, FLORIDA 33411
 PHONE: 561-832-1111
 FAX: 561-832-1112
 WWW.CURTISANDOVERTON.COM

PRIVATE STREET ACCESS AND PUBLIC UTILITY EASEMENTS (7/15/15 PL 15)

THE CITY OF MIAMI BLUFFS HAS REVIEWED THIS RECORDING AND HAS DETERMINED THAT THE PROPOSED PRIVATE STREET ACCESS AND PUBLIC UTILITY EASEMENTS ARE IN ACCORDANCE WITH THE CITY OF MIAMI BLUFFS ZONING ORDINANCES AND THE CITY OF MIAMI BLUFFS SUBDIVISION AND RECORDING ACT. THE CITY OF MIAMI BLUFFS ENGINEER'S OFFICE HAS REVIEWED THE RECORDING AND HAS DETERMINED THAT THE PROPOSED PRIVATE STREET ACCESS AND PUBLIC UTILITY EASEMENTS ARE IN ACCORDANCE WITH THE CITY OF MIAMI BLUFFS ZONING ORDINANCES AND THE CITY OF MIAMI BLUFFS SUBDIVISION AND RECORDING ACT. THE CITY OF MIAMI BLUFFS ENGINEER'S OFFICE HAS REVIEWED THE RECORDING AND HAS DETERMINED THAT THE PROPOSED PRIVATE STREET ACCESS AND PUBLIC UTILITY EASEMENTS ARE IN ACCORDANCE WITH THE CITY OF MIAMI BLUFFS ZONING ORDINANCES AND THE CITY OF MIAMI BLUFFS SUBDIVISION AND RECORDING ACT.

NOTES

1. THIS RECORDING IS SUBJECT TO THE CITY OF MIAMI BLUFFS ZONING ORDINANCES.
2. THE CITY OF MIAMI BLUFFS ENGINEER'S OFFICE HAS REVIEWED THIS RECORDING AND HAS DETERMINED THAT THE PROPOSED PRIVATE STREET ACCESS AND PUBLIC UTILITY EASEMENTS ARE IN ACCORDANCE WITH THE CITY OF MIAMI BLUFFS ZONING ORDINANCES AND THE CITY OF MIAMI BLUFFS SUBDIVISION AND RECORDING ACT.
3. THE CITY OF MIAMI BLUFFS ENGINEER'S OFFICE HAS REVIEWED THIS RECORDING AND HAS DETERMINED THAT THE PROPOSED PRIVATE STREET ACCESS AND PUBLIC UTILITY EASEMENTS ARE IN ACCORDANCE WITH THE CITY OF MIAMI BLUFFS ZONING ORDINANCES AND THE CITY OF MIAMI BLUFFS SUBDIVISION AND RECORDING ACT.
4. THE CITY OF MIAMI BLUFFS ENGINEER'S OFFICE HAS REVIEWED THIS RECORDING AND HAS DETERMINED THAT THE PROPOSED PRIVATE STREET ACCESS AND PUBLIC UTILITY EASEMENTS ARE IN ACCORDANCE WITH THE CITY OF MIAMI BLUFFS ZONING ORDINANCES AND THE CITY OF MIAMI BLUFFS SUBDIVISION AND RECORDING ACT.
5. THE CITY OF MIAMI BLUFFS ENGINEER'S OFFICE HAS REVIEWED THIS RECORDING AND HAS DETERMINED THAT THE PROPOSED PRIVATE STREET ACCESS AND PUBLIC UTILITY EASEMENTS ARE IN ACCORDANCE WITH THE CITY OF MIAMI BLUFFS ZONING ORDINANCES AND THE CITY OF MIAMI BLUFFS SUBDIVISION AND RECORDING ACT.

bayer becker
 www.bayerbecker.com
 8900 Sheridan Road, Suite A
 Miami, FL 33148 • 305.456.9900

MIAMI BLUFFS SECTION FIFTEEN
 SITUATED IN M.S. #1848
 PART OF SECTION FIFTEEN
 TOWNSHIP 15 NORTH
 WARREN COUNTY, OHIO
 JANUARY, 2015
RECORD PLAT

Sheet	Revision Description	Date	Drawn	CAC
1	REVISION PER WARREN COUNTY AND COMBINED	01-27-15	AW	RP
2	REVISION PER WARREN COUNTY INCLUDING CIVIL COMMENTS	02-05-15	AW	RP

2/2

LEGISLATIVE COVER MEMORANDUM

Introduction: December 4, 2019

Effective Date: Next available date after passage

Agenda Item: **Resolution 19-1204A**
A RESOLUTION AUTHORIZING AND APPROVING AN INCREASE IN TOWNSHIP APPROPRIATIONS IN THE GENERAL FUND TO RECONCILE BUDGETS FOR CALENDAR YEAR 2019.

Submitted By: Brent Centers

Scope / Description: This money was received as donations in the amount of \$675 for the Christmas Tree Lighting Celebration scheduled for December 7, 2019. This appropriation will allow these donations to be spent out of this fund and for the event.

Budget Impact: \$675.00

Vote Required for Passage: 2 of 3

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:30 p.m. on December 4, 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 its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 19-1204A**

**A RESOLUTION AUTHORIZING AND APPROVING AN INCREASE IN TOWNSHIP
APPROPRIATIONS IN THE GENERAL FUND TO RECONCILE BUDGETS FOR
CALENDAR YEAR 2019**

WHEREAS, the Board of Township Trustees wishes to authorize and approve an increase in appropriations in order reconcile budgets and appropriations for calendar year 2019;

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

SECTION 1. The Fiscal Officer is hereby authorized and directed to increase the appropriations for the General Fund Line Item 1000-110-400-0012, Supplies and Materials Fund in the amount of \$675.00 for a total amount of \$2,106.62.

SECTION 2. The Fiscal Officer is hereby authorized and directed to approve a Blanket Certificate in the amount listed in Section 1 of this Resolution.

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

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

Darryl Cordrey –	Aye _____	Nay _____
Joe Walker –	Aye _____	Nay _____
Joseph P. Rozzi –	Aye _____	Nay _____

Resolution adopted this 4th day of December 2019.

Attest:

James D. Hunter, *Fiscal Officer*

Approved as to form:

Benjamin J. Yoder, *Law Director*

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 Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on December 4, 2019.

Date: _____

James D. Hunter, *Fiscal Officer*