



HAMILTON TOWNSHIP

HAMILTON TOWNSHIP ADMINISTRATION

Darryl Cordrey – *Board Chair*
Joe Rozzi – *Trustee*
Mark Sousa – *Trustee*
Kurt Weber - *Fiscal Officer*

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

Township Administrator
Brent Centers
(513) 239-2372

Assist. Fiscal Officer
Ellen Horman
Phone: (513) 239-2377

Human Resources
Kellie Krieger
Phone: (513) 239-2384

**Economic Development
and Zoning**
Alex Kraemer
Phone: (513) 239-2376

**Community Development
Coordinator**
Nicole Early
(513) 683-5360

Public Works
Kenny Hickey – Director
Phone: (513) 683-5320

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

7684 South State Route 48
Maineville, Ohio 45039
Phone: (513) 683-1622
(513) 899-1967

TRUSTEE MEETING AGENDA 3/17/2021

6:30 PM

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

Public Comments

Human Resources

- Roster Update
- Vacation Carry Over

Public Hearing

- Resolution 21-0317: Scheduled abatements for property located at:
 - 6426 S. St. Rt. 48, Maineville, OH 45039
 - 9540 Dallasburg, Rd., Loveland, OH 45140

New Business

- Motion: File lawsuit against property at: 9457 Schlottman Rd., Loveland, OH 45140
- Motion: Enter into contract with *Biggs Farm, LLC*
- Motion: Enter into contract with *Ohio Power Baseball*
- Resolution 21-03017A: Increase in Appropriations (Fire Department)

Fiscal Officer's Report

- Fiscal Report and Cash Flow Analysis

Administrator's Report

Trustee Comments

Executive Session

Adjournment

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

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

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

Hamilton Township Trustee Meeting

March 3, 2021

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

The *Pledge of Allegiance* was recited by all.

Motion made by Mr. Cordrey with a second by Mr. Rozzi to approve of the clerk's journal and accept the tapes as the Official Meeting Minutes of the February 17, 2021 Trustee Meeting.

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

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

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

Presentations

-2020 Warren County Sheriff Annual Report

Sheriff Sims stated that overall the calls for service were down for 2020. The courts started releasing low level offenders out of the jail with anticipation of infections spreading within the jail. With the decrease in offenders, this allowed staff to separate symptomatic individuals better. Things have been stable for several months within the jail and they are back to fairly normal operations. Sheriff Sims set the tone early on and did not shut down any offices. PPE was provided to all of his staff and he allowed them to make the choice on whether they wanted to use it or not. Deerfield Township added a canine to their area which brings the Sheriff's Office to 4 total canine officers. A drone was added to the department for observation, search warrants, crime scenes, etc. October 8th should be the move-in date at the new jail. There were a few delays when the virus first hit but everything is moving along nicely.

Mr. Cordrey asked how they will transition inmates from the old jail to the new jail?

Sheriff Sims stated that they do have a plan in place. They will be coordinating with State Prisons for buses. Dependent on classification, pods will be moved over in groups. Before

anyone is moved over, they will make sure to work through everything mechanically and technologically so that everyone can make it into the appropriate cell. It will take some time; they have roughly 300 inmates to move.

Mr. Cordrey commented on a video that was released of a recent officer involved shooting; thankful everything turned out okay.

Sheriff Simms is happy with the way all Officers handled the situation and is also thankful that the Officers were not injured. Unfortunately this is a call that they respond to often and exactly why they receive different levels of training throughout their careers.

Mr. Sousa asked if there were any patterns that changed during quarantine or that surprised anyone?

Sheriff Sims explained that early on it was fairly quiet and they were still dealing with “normal” calls. There was an uptick in Domestic Violence calls after things had been locked down for a while.

All three Trustees thanked Sheriff Sims for the support that his organization offers to Hamilton Township. They also thanked him for coming tonight to share the updates.

Public Comments

Mr. Cordrey opened the floor to public comments at 6:50 p.m.

No comments were made therefore Mr. Cordrey closed the floor to public comments at 6:50 pm.

Human Resources

Human Resources Manager, Ms. Kellie Krieger, requested a motion to update the active Hamilton Township roster with the following:

- Chris Glancy, date of hire March 2, 2021 as a part time Firefighter/EMT
- Stuart Koloszar, date of hire March 5, 2021 as a part time Firefighter/Paramedic
- Robert Brewster, date of hire March 1, 2021 as a part time Firefighter/EMT

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

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

New Business

-Motion: Accept transfer of property from Warren County Telecom to Hamilton Township Fire Department

This motion is to replace portable Motorola Radio SN #205CMB0065 on loan from Warren County that has been missing for 5+ years. We intend to keep the radio and use it, but Warren County needs acknowledgment from the Hamilton Township Board of Trustees for their property accountability. They have agreed to this transfer of similar type and age of radio as opposed to outright replacing the radio at a cost of approximately \$5,000.

Chief Reese explained that this has been ongoing since before he started here. The County sends out inventory yearly of all the radios that hit their system, some belong to the County and some belong to Hamilton Township. There has been one that has been missing for a long time and they are tightening up their inventory; this particular radio has not hit their tower in over 8 years. They need to have an accounting because it was issued to us, and we do not have it. The replacement is one that we have in our possession and we are still going to use it; we are just transferring ownership to the County to make up for the one we lost.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve the transfer of ownership if the above mentioned property.

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

-Resolution 21-0303: UAN notifications regarding delinquent bank reconciliations
The Auditor of State, Keith Faber “strongly recommends the Board choose “opt-in.”” The Auditor of State’s Office recommends the Board pass a Resolution authorizing this feature be activated with eServices by the Fiscal Officer. UAN has limited controls in place to ensure bank reconciliations are completed and calculated properly so this enables an additional feature for this practice.

Bank Reconciliation is an extremely unlikely circumstance in Hamilton Township; however, this acts as an additional safeguard for our financial accounting with no foreseen negative effects of enabling the feature.

Mr. Sousa stated that he reached out to our Assistant Fiscal Officer, Ellen Horman, and surprisingly a lot of places do not do bank reconciliations. We actually do conduct bank recs regularly.

Mr. Centers explained that we do this monthly and all Elected Officials and Department Heads sign off on this every month.

Fiscal Officer, Mr. Kurt Weber stated that Ms. Horman already does this but he believes that it is important to pass this Resolution as an addition to our checks and balances measures.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 21-0303.

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

-Resolution 21-0303A: Increase in appropriations (Road and Bridge)

This resolution is to increase appropriations due to an unexpected mechanical issue with a Public Works vehicle. This appropriation moves the purchase of a new dump truck to budget year 2021. This purchase was scheduled for 2022 but will be moved forward. This should not affect other scheduled purchases following 2022. The budget impact is \$92,690.00.

Mr. Centers explained that this is for our 2004 dump truck that we also used to snow plow. This was discussed at the Retreat when it went down and we did the engine work on it to get our Public Works crew through the snowplow season, knowing that we would have to replace it.

Mr. Rozzi asked if there is any re-sale value on the truck that we are getting rid of?

Mr. Hickey replied that there is and we are hoping to get some decent money out of it. The plow will stay with it, the motor is half way sound but it can definitely be used for pieces and parts that everyone is looking for in a 6.0 diesel.

Mr. Cordrey asked if it is something we should consider keeping?

Mr. Hickey explained that we do not have another diesel.

Mr. Sousa commented that after speaking with Mr. Hickey earlier and due to the COVID environment, even though the truck is on the lot, it will likely not be received until this fall.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 21-0303A.

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

-Resolution 21-0303B: Increase in appropriations (Gasoline)

This resolution is to increase appropriations due to an unexpected employment claim from Ohio Jobs and Family Services for a prior employee of Hamilton Township. The budget impact is \$7,300.00.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 21-0303B.

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

-Resolution 21-0303C: Increase in Appropriations (Coronavirus Relief)

This increase in appropriations is moving the surplus of CARES Act funding that was not expended in 2020. These funds will be placed in the 'Supplies and Materials' line for upcoming purchases. The budget impact is \$317,730.54.

Mr. Cordrey commented that this is money that we already have and we are just putting it into the appropriate fund.

Mr. Centers agreed that is correct; when we presented the Coronavirus list last year, everything that was not spent is here but we had to wait and close out the BC's from 2020. Those are all closed so we had to take the remaining funds and put it into any lines, this is going into Supplies and Materials.

Mr. Sousa stated that this is an accounting task for those unused funds.

Mr. Centers agreed. Everything on the original list was purchased except for the Triage Tent, Duct Cleaning and the mobile air purifiers; those will come out of these funds.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 21-0303C.

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

-Resolution 21-0303D: Increase in Appropriations (Coronavirus Relief)

This is a Resolution authorizing and approving an increase in Township appropriations in the Coronavirus Relief Fund to reconcile budgets for calendar year 2021. This is moving the surplus of CARES Act funding that was not expended in 2020. These funds will be placed in the 'Accounting and Legal fees' line for upcoming purchases. The budget impact is \$75,000.00.

Mr. Cordrey made a motion with a second from Mr. Rozzi to approve Resolution 21-0303D.

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

Fiscal Report

Fiscal Officer, Mr. Kurt Weber, stated that he will have an update at the next meeting for the February reports.

He also mentioned that the Auditor of State is doing a random audit of our Ohio Police and Fire Pension Fund to check a few employees. Ms. Krieger is pulling that information together. They're ultimately checking the funds versus what was reported in the 2020 Census. There is a Letter of Engagement and there is no Board or Administrator action needed.

Mr. Centers commented that the State requires us to do this audit and then they charge us for their time here. It is not a budgeted item but we are fortunately in a place financially to afford it; the fee is \$656.

Administrator's Report

Mr. Centers stated that the Board received the Final version of the 2020 Comprehensive Plan. We will revamp that in 5 years. During the mid-term of the Comp. Plan, we will review our Zoning Code in between those Comprehensive Plan updates.

The proposed Maineville Zoning merger contract is in front of the Board tonight. Mr. Kraemer and Mr. Centers will be attending the Village Council meeting on Thursday to answer any questions that may arise. As spoken last meeting, Mr. Centers believes all concerns and questions were addressed and this is a very fair contract for both entities.

Next, Mr. Centers gave a breakdown of the budgeted fire vehicles to the Board. Both were budgeted for \$65,000, this would be a payment system; because of the conservative budgeting of Chief Reese, we were able to put approximately forty thousand dollars into our unencumbered. If we were to pay for both of these vehicles outright, it would save \$3300 over the next four years, in interest. This was not budgeted for and we are okay either decision but we wanted to bring it to the Board.

All three Trustees are in agreement that if we have the funds, we should just go ahead and pay for it outright. There is no need to spend taxpayer's money on interest if we do not have to.

Mr. Sousa asked if there are opportunities to pass on the current vehicles?

Chief Reese replied that his current vehicle will become the EMS Supervisor's vehicle. We also have enough day staff that we could use certain vehicles for various things.

Mr. Centers explained that the contractor is ready to begin the work on the Community Center. Lumber prices have gone up so he is going to come back out and give us a more accurate cost.

We are working back and forth to contract with Ohio Power for one year at the Mounts Park Ball Fields. Legal Counsel is handling the memorialization of the contract.

The Police Department had budgeted to replace their furniture this year. That was done last week. We will be bringing an obsolete property destruction list to the Board for desks and things of that nature. However, we did ask the Mayor of the Village of Maineville to come over and he was able to look around and see what they could use at the Village; they actually took quite a bit and can put it to good use.

The Special Homeowners Association Trustee Meeting is scheduled for the second Wednesday in September which is the 8th. We will publicize that when it gets closer.

Finally, Mr. Centers explained that we will be hosting an Earth Day Park Cleanup at Mounts Park on April 22nd from 9am-3pm with lunch provided. We will publicize that as it gets closer as well. We will have waivers of liability to fill out.

Trustee Comments

Mr. Cordrey made a statement on behalf of the Board of Trustees that Mr. Centers did meet with each member of the Board individually to discuss his intentions on running for Congress before anything was released elsewhere. The Board is confident that while he does continue to explore his options and if he does run for Congress, he will continue to do a great job serving as our Administrator of Hamilton Township.

Mr. Sousa stated that the Public Works crew performed well during their snow plowing. Hopefully we will continue to move in the right direction with Covid and we can get back to a normal life.

Mr. Rozzi expressed sentiments that everyone is doing a good job and he is ready for warm weather and spring and hopefully getting back to a sense of normalcy.

Mr. Cordrey mentioned that the official Grand Opening for Servatii's would be held on March 5th at 10:00 am. Great to have them here in our Township! He is also very impressed of the continuation of going through the Citizen's Police Academy. It has been a great experience of diving in behind the scenes.

Adjournment

With no further business to discuss, Mr. Cordrey made a motion with a second from Mr. Rozzi to adjourn at 7:13 pm.

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

DRAFT

LEGISLATIVE COVER MEMORANDUM

Introduction: March 17, 2021

Effective Date: Next available date

Agenda Item: **Motion**
To have *Frost Brown Todd* file a lawsuit against 9457 Schlottman Road, Loveland, Ohio 45140 for removal of the tent structure and penalties for shed without obtaining a permit.

Submitted By: Alex Kraemer

Scope / Description: Explanation through Law Director during Trustee meeting.

Budget Impact: N/A

Vote Required for Passage: 2 of 3

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:30PM on March 17, 2021 at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Darryl Cordrey, Trustee, *Chair*
Joseph Rozzi– Trustee
Mark Sousa – Trustee

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

HAMILTON TOWNSHIP, WARREN COUNTY OHIO

RESOLUTION NUMBER 21-0317

RESOLUTION PROVIDING FOR AND AUTHORIZING ABATEMENT OF BLIGHTED, INSECURE, UNSAFE, STRUCTURALLY DEFECTIVE, OR UNFIT FOR HUMAN HABITATION NUISANCE STRUCTURES AT THE SPECIFIED PROPERTIES IN HAMILTON TOWNSHIP, DECLARING A NUISANCE AND DECLARING AN EMERGENCY

WHEREAS, Ohio Revised Code §505.86 provides that a Board of Township Trustees may provide for the “repair, removal or securance of buildings or other structures” from land located in the Township through determination of a nuisance via the Hamilton Township Fire Department; and

WHEREAS, the Board of Township Trustees of Hamilton Township has determined that one or more structures located on the following properties in Hamilton Township constitute a nuisance:

- 9540 Dallasburg Road, Loveland, OH 45140
- 6426 South State Route 48, Maineville, OH 45039

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

Section 1. That the structure(s) located on the following properties in Hamilton Township are hereby declared to be a nuisance;

- 9540 Dallasburg Road, Loveland, OH 45140
- 6426 South State Route 48, Maineville, OH 45039

Section 2. Pursuant to O.R.C. §505.86, the owners and lien holders of record for the property shall be properly notified of this action and given 30 days to abate the nuisance structures;

Section 3. In the event the nuisance is not abated within the time period allowed, the Economic Development and Zoning Department of the Township is hereby directed to cause the repair, removal or securance of buildings or other structures at the following property in Hamilton Township:

- 9540 Dallasburg Road, Loveland, OH 45140
- 6426 South State Route 48, Maineville, OH 45039

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

- 9540 Dallasburg Road, Loveland, OH 45140
- 6426 South State Route 48, Maineville, OH 45039

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

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

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

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

Resolution adopted this 17th day of March, 2021

Attest:

Kurt E. Weber, *Fiscal Officer*

Approved as to form:

Benjamin J. Yoder, *Law Director*

I, Kurt Weber, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on March 17, 2021.

Date: _____

Kurt E. Weber, *Fiscal Officer*



Notice of Nuisance Structure for Removal or Repair

October 28, 2020

Ms. Betty E. Abrams
Mr. David W. Paris
100 Darbyshire Drive
Cumberland, IN 46229

Re: Notice of Nuisance Structure for Removal or Repair at 6426 S. State Route 48, Maineville, OH 45039

Ms. Abrams and Mr. Paris:

This letter serves as notice that the house and barn located at 6426 S. State Route 48, Maineville, OH 45039 has been determined the by Hamilton Township Zoning Director and Fire Inspector to be in violation of the *Ohio Fire Code 311.1.1 Abandoned Premises* and the *Hamilton Township Zoning Code Chapter 4.2.3. General Property Maintenance Requirements*. See photos attached of the dilapidated and abandoned house and barn in question.

Therefore, per the Ohio Revised Code Section 505.86, Hamilton Township is declaring the house and barn structures Insecure, Unsafe, and Structurally Defective. Additionally, *Ohio Fire Code 311.1.1* states that properties that are “persistently unprotected or unsecured...or which present a danger of structural collapse or fire spread to adjacent properties shall be considered abandoned, declared unsafe and abated by demolition.”

Please bring your property into compliance by fully securing the principal house and barn structures or removing them both from the property via demolition by **Friday, November 13, 2020**. If the repair and securance or removal and demolition of the house and barn structures is not completed by that date, the Board of Trustees will declare your property a nuisance at the next proceeding Trustees Public Meeting immediately following November 13, 2020 and order the removal and demolition of the house and barn structure within 30 days, billing you for abatement.

To contact Hamilton Township regarding this notice refer to my information at the address and phone below.

Respectfully,

Alexander Kraemer
Director of Economic Development & Zoning

7780 South State Route 48 (513) 683-8520 Office
Hamilton Township, OH 45039 (513) 683-4325 Fax
<https://www.hamilton-township.org>

ered or forest-covered areas or other designated areas is prohibited except in approved designated smoking areas.

**(K) SECTION 311
VACANT PREMISES**

(1) 311.1 General. Temporarily unoccupied buildings, structures, premises or portions thereof, including tenant spaces, shall be safeguarded and maintained in accordance with this paragraph.

(a) 311.1.1 Abandoned premises. Buildings, structures and premises for which an owner cannot be identified or located by dispatch of a certificate of mailing to the last known or registered address, which persistently or repeatedly become unprotected or unsecured, which have been occupied by unauthorized persons or for illegal purposes, or which present a danger of structural collapse or fire spread to adjacent properties shall be considered abandoned, declared unsafe and abated by demolition or rehabilitation in accordance with the *International Property Maintenance Code* and the *building code as listed in rule 1301:7-7-45 of the Administrative Code*.

(b) 311.1.2 Tenant spaces. Storage and lease plans required by this code shall be revised and updated to reflect temporary or partial vacancies.

(2) 311.2 Safeguarding vacant premises. Temporarily unoccupied buildings, structures, premises or portions thereof shall be secured and protected in accordance with this paragraph.

(a) 311.2.1 Security. Exterior openings and interior openings accessible to other tenants or unauthorized persons shall be boarded, locked, blocked or otherwise protected to prevent entry by unauthorized individuals.

(b) 311.2.2 Fire protection. Fire alarm, sprinkler and standpipe systems shall be maintained in an operable condition at all times.

Exceptions:

1. When the premises have been cleared of all combustible materials and debris and, in the opinion of the fire code official, the type of construction, fire separation distance and security of the premises do not create a fire hazard.

2. Where buildings will not be heated and fire protection systems will be exposed to freezing temperatures, fire alarm and sprinkler systems are permitted to be placed out of service and standpipes are permitted to be maintained as dry systems (without an automatic water supply) provided the building has no contents or storage, and windows, doors and other openings are secured to prohibit entry by unauthorized persons.

(c) 311.2.3 Fire separation. Fire-resistance-rated partitions, fire barriers, and fire walls separating vacant tenant spaces from the remainder of the building shall be maintained. Openings, joints, and penetrations in fire-resistance-rated assemblies shall be protected in accordance with *rule 1301:7-7-07 of the Administrative Code*.

(3) 311.3 Removal of combustibles. Persons owning, or in charge or control of, a vacant building or portion thereof, shall remove therefrom all accumulations of combustible materials, flammable or combustible waste or rubbish and shall securely lock or otherwise secure doors, windows and other openings to prevent entry by unauthorized persons. The premises shall be maintained clear of waste or hazardous materials.

Exceptions:

1. Buildings or portions of buildings undergoing additions, alterations, repairs, or change of occupancy in accordance with the *building code as listed in rule 1301:7-7-45 of the Administrative Code*, where waste is controlled and removed as required by *paragraph (D)(304) of this rule*.

2. Seasonally occupied buildings.

(4) 311.4 Removal of hazardous materials. Persons owning or having charge or control of a vacant building containing hazardous materials regulated by *rule 1301:7-7-27 of the Administrative Code* shall comply with the facility closure requirements of *paragraph (A)(6)(2701.6) of rule 1301:7-7-27 of the Administrative Code*.

(5) 311.5 Placards. Any building or structure determined to be unsafe pursuant to *paragraph (J)(110) of rule 1301:7-7-01 of the Administrative Code* shall be marked as required by *paragraphs (K)(5)(a)(311.5.1) to (K)(5)(e)(311.5.5) of this rule*.

(a) 311.5.1 Placard location. Placards shall be applied on the front of the structure and be visible from the street. Additional placards shall be applied to the side of each entrance to the structure and on penthouses.

(b) 311.5.2 Placard size and color. Placards shall be 24 inches by 24 inches (610 mm by 610 mm) in size with a red background, white reflective stripes and a white reflective border. The stripes and border shall have a 2-inch (51 mm) stroke.

(c) 311.5.3 Placard date. Placards shall bear the date of their application to the building and the date of the most recent inspection.

(d) 311.5.4 Placard symbols. The design of the placards shall use the following symbols:

- (i) This symbol shall mean that the structure had normal structural conditions at the time of marking.
- (ii) This symbol shall mean that structural or interior hazards exist and interior fire-fighting or rescue operations should be conducted with extreme caution.
- (iii) This symbol shall mean that structural or interior hazards exist to a degree that consideration should be given to limit fire fighting to exterior operations only, with entry only occurring for known life hazards.

(e) 311.5.5 Informational use. The use of these symbols shall be informational only and shall not in any way limit the discretion of the on-scene incident commander.









Notice: Township Hearing to Declare Your Property a Nuisance and Scheduled Abatement

March 2, 2021

Ms. Betty Abrams
100 Darbyshire Dr
Cumberland, IN 46229

Re: Notice of Hearing regarding 6426 South State Route 48, Maineville, OH 45039 Abatement of Blighted Structures

Dear Ms. Abrams:

At the **March 17, 2021 Hamilton Township Trustee meeting**, the Board of Trustees will be determining the removal of abandoned structures on your property at 6426 South State Route 48, Maineville, OH 45039 (*originally scheduled for March 3, 2021*). This is the next step in the abatement process following the Violation Notice Letters sent to you on October 28th, 2020, January 5th, 2021, And January 26th, 2021.

There are two abandoned structures on your property, the house and barn that have been declared Insecure, Unsafe, and Structurally Defective. These structures pose as a fire, health and safety hazard as well as general unsightliness in the neighborhood.

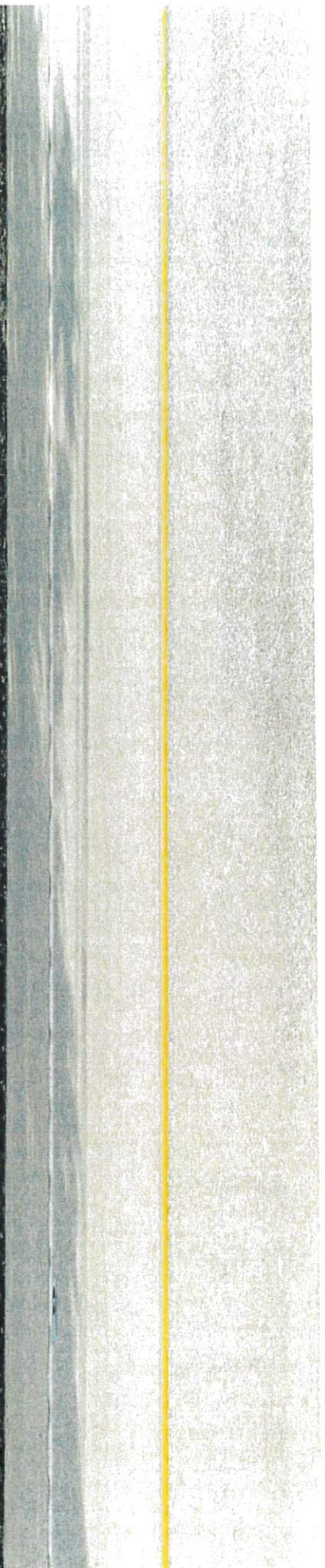
At the March 3, 2021 Trustee Meeting, the Board of Trustees will hold a hearing and order the property to be cleared within 30 days. This will involve removing the unsafe structures, and bill you for the service. Failure to pay the bill will result in a lien for the amount of the service placed on your property.

Per *Ohio Fire Code 311.1.1* states that properties that are “persistently unprotected or unsecured...or which present a danger of structural collapse or fire spread to adjacent properties shall be considered abandoned, declared unsafe and abated by demolition.”

Questions or extenuating circumstances regarding this notice may be referred to my attention at the address and phone below.

Respectfully,

Alexander Kraemer
Director of Economic Development & Zoning





Notice: Township Hearing to Declare Your Property a Nuisance and Scheduled Abatement

March 2, 2021

Ms. Betty Abrams
100 Darbyshire Dr
Cumberland, IN 46229

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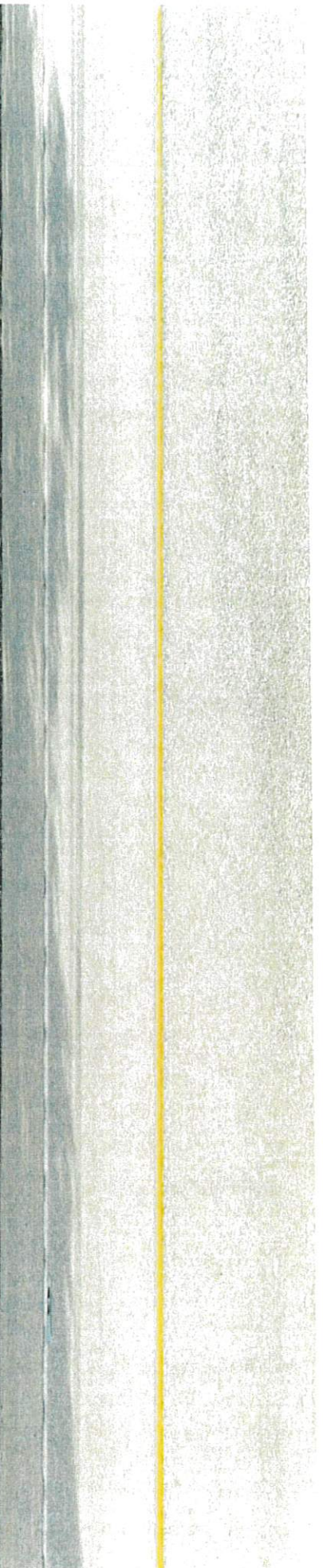
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Respectfully,

Alexander Kraemer
Director of Economic Development & Zoning





Notice: Township Hearing to Declare Your Property a Nuisance and Scheduled Abatement

March 2, 2021

Mr. & Mrs. Douglas and Carol Wilson
9540 Dallasburg Rd
Loveland, OH 45140

Re: Notice of Hearing regarding 6426 South State Route 48, Maineville, OH 45039 Abatement of Blighted Structures

Dear Mr. & Mrs. Wilson:

At the **March 17, 2021 Hamilton Township Trustee meeting**, the Board of Trustees will be determining the removal of abandoned structures on your property at 6426 South State Route 48, Maineville, OH 45039 (*originally scheduled for March 3, 2021*). This is the next step in the abatement process following the Violation Notice Letters sent to you on January 5th, 2021.

There are two abandoned structures on your property, the house and barn that have been declared Insecure, Unsafe, and Structurally Defective. These structures pose as a fire, health and safety hazard as well as general unsightliness in the neighborhood.

At the March 17, 2021 Trustee Meeting, the Board of Trustees will hold a hearing and order the property to be cleared within 30 days. This will involve removing the unsafe structures, and bill you for the service. Failure to pay the bill will result in a lien for the amount of the service placed on your property.

Per *Ohio Fire Code 311.1.1* states that properties that are “persistently unprotected or unsecured...or which present a danger of structural collapse or fire spread to adjacent properties shall be considered abandoned, declared unsafe and abated by demolition.”

Questions or extenuating circumstances regarding this notice may be referred to my attention at the address and phone below.

Respectfully,

Alexander Kraemer
Director of Economic Development & Zoning





LEGISLATIVE COVER MEMORANDUM

Introduction: March 17, 2021

Effective Date: Next available date

Agenda Item: **Motion**
To have *Frost Brown Todd* file a lawsuit against 9457 Schlottman Road, Loveland, Ohio 45140 for removal of the tent structure and penalties for shed without obtaining a permit.

Submitted By: Alex Kraemer

Scope / Description: Explanation through Law Director during Trustee meeting.

Budget Impact: N/A

Vote Required for Passage: 2 of 3



Notice: Junk & Debris Located on Property Constituting a Nuisance

January 27, 2021

Mr. Jeremy Caudill
9457 Schlottman Road
Loveland, Ohio 45140

Re: 9457 Schlottman Road Zoning Violations

Dear Mr. Caudill:

You are hereby advised that your property located at 9457 Schlottman Road, Loveland, OH 45140 is in violation of the Hamilton Township Zoning Code:

Staff has observed a tent structure that has been erected on your property on the site for several months (photos included). This tent is causing a fire, health and safety hazard as well as general unsightliness in the neighborhood due to the large amount of household materials inside it.

4.10.3. Temporary Use and Structure Standards

A. General Standards

- (1) All temporary uses or structures shall be reviewed in accordance with this section and all other applicable sections of this zoning code.
- (2) All temporary uses or structures shall:
 - (a) Not be detrimental to property or improvements in the surrounding area or to the public health, safety, or general welfare;
 - (b) Be compatible with the principal uses taking place on the site;
 - (c) Not have substantial adverse effects or noise impacts on nearby residential neighborhoods;

In addition, there is a small shed on the site for which a residential zoning permit was not obtained. Please fill out and file the Application for Residential Zoning Permit as soon as possible in order for your storage shed to remain on the property.

4.9.2. General Provisions

The following general provisions apply to all accessory uses or structures.

- A.** The structure or use shall be incidental to and customarily found in connection with a principal building or use permitted in the district in which it is located.
- B.** The structure or use shall be located on the same lot as the principal use for which it serves.
- C.** Unless otherwise stated in this section, a zoning certificate shall be required prior to construction or establishment of an accessory use or structure.

Please bring your property into compliance by removing said tent, and submitting your zoning application by **Wednesday, February 10th, 2021**. Reference the *Hamilton Township Zoning Code, Section 4.2.3.General*

Property Maintenance Requirements, E. Outside Storage of Material in Residence District (page included) for proper storage of indoor furniture, lawn equipment, lumber, etc. (inside a building or structure or neatly stored against the side or rear of the house).

If this is not corrected, the Board of Trustees may declare your property a nuisance, order the property cleared and dispose of the materials, and bill you for the service. Failure to pay the bill will result in a lien for the amount of the service placed on your property.

Questions or extenuating circumstances regarding this notice may be referred to my attention at the address and phone below.

Respectfully,



Alexander Kraemer
Director of Economic Development & Zoning

7780 South State Route 48 (513) 683-8520 Office
Hamilton Township, OH 45039 (513) 683-4325 Fax
<https://www.hamilton-township.org>



Notice: Improper Tent Structure and Shed without a Permit Located on Property Scheduled for Public Hearing

March 2, 2021

Mr. Jeremy Caudill
9457 Schlottman Road
Loveland, Ohio 45140

Re: 9457 Schlottman Road Zoning Violations

Dear Mr. Caudill:

You are hereby advised that your property located at 9457 Schlottman Road, Loveland, OH 45140 is in violation of the *Hamilton Township Zoning Code* and will be reviewed at the **March 17, 2021** Board of Trustees meeting for potential abatement and/or fines assessed on your property (*originally scheduled for March 3, 2021*).

Staff has observed a tent structure that has been erected on your property on the site for several months (photos included). This tent is causing a fire, health and safety hazard as well as general unsightliness in the neighborhood due to the large amount of household materials inside it.

4.10.3. Temporary Use and Structure Standards

A. General Standards

- (1) All temporary uses or structures shall be reviewed in accordance with this section and all other applicable sections of this zoning code.
- (2) All temporary uses or structures shall:
 - (a) Not be detrimental to property or improvements in the surrounding area or to the public health, safety, or general welfare;
 - (b) Be compatible with the principal uses taking place on the site;
 - (c) Not have substantial adverse effects or noise impacts on nearby residential neighborhoods;

In addition, there is a small shed on the site for which a residential zoning permit was not obtained. Please fill out and file the Application for Residential Zoning Permit as soon as possible in order for your storage shed to remain on the property.

4.9.2. General Provisions

The following general provisions apply to all accessory uses or structures.

- A.** The structure or use shall be incidental to and customarily found in connection with a principal building or use permitted in the district in which it is located.
- B.** The structure or use shall be located on the same lot as the principal use for which it serves.
- C.** Unless otherwise stated in this section, a zoning certificate shall be required prior to construction or establishment of an accessory use or structure.

Please bring your property into compliance by removing said tent, and submitting the zoning application immediately. Reference the *Hamilton Township Zoning Code, Section 4.2.3. General Property Maintenance Requirements, E. Outside Storage of Material in Residence District* (page included) for proper storage of indoor furniture, lawn equipment, lumber, etc. (inside a building or structure or neatly stored against the side or rear of the house).

If this is not corrected, the Board of Trustees may declare your property a nuisance, order the property cleared and dispose of the materials, and bill you for the service. Failure to pay the bill will result in a lien for the amount of the service placed on your property.

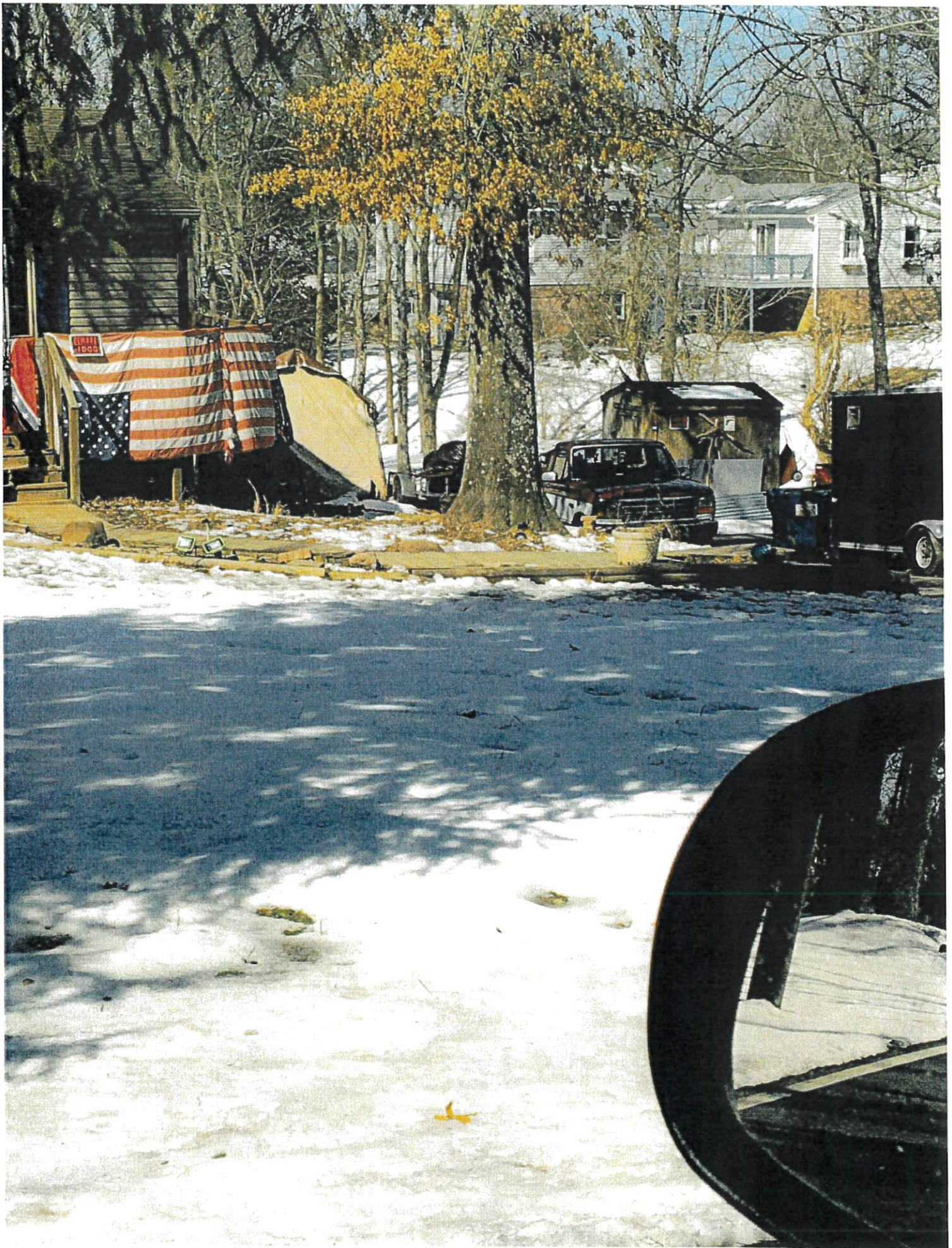
Questions or extenuating circumstances regarding this notice may be referred to my attention at the address and phone below.

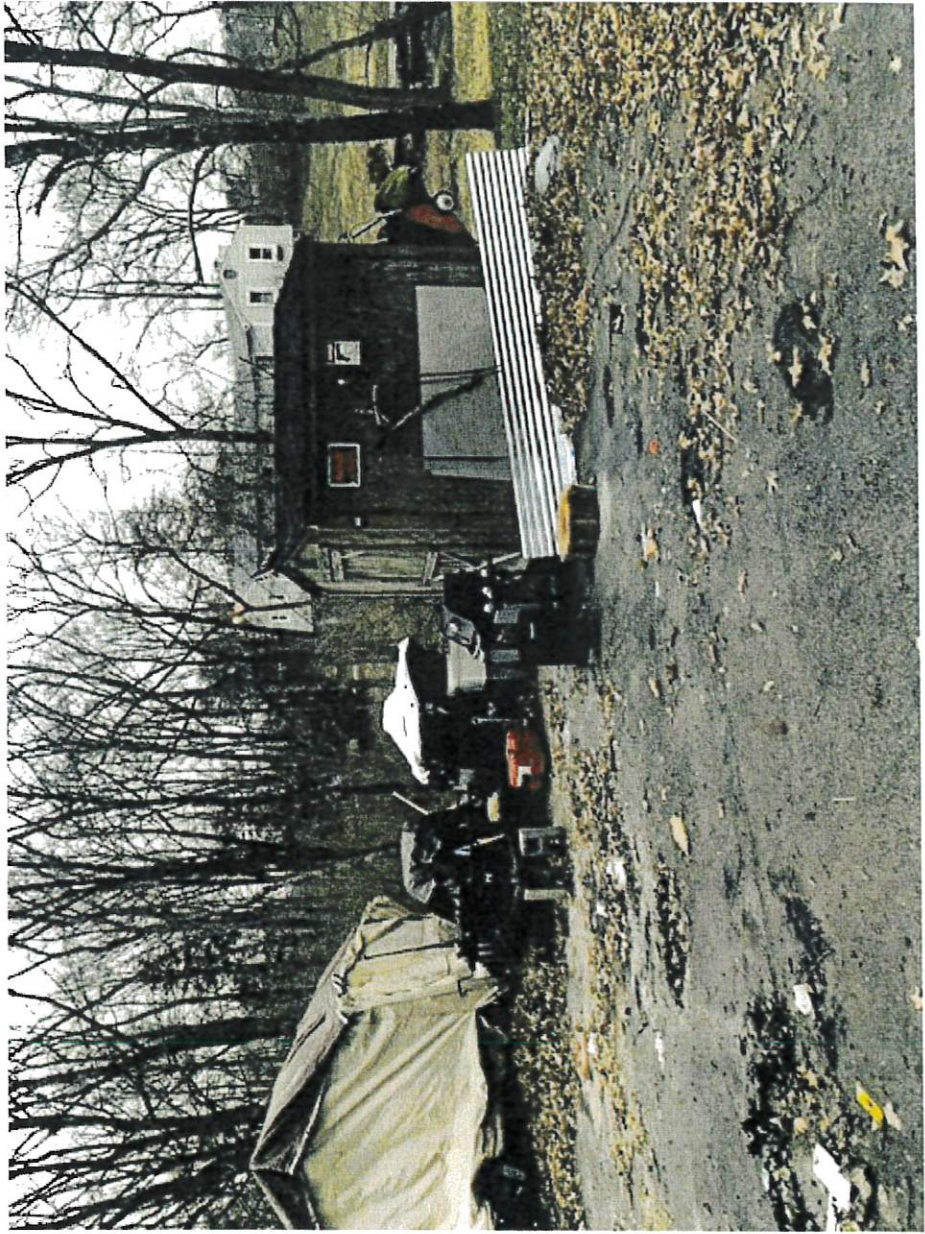
Respectfully,

Alexander Kraemer
Director of Economic Development & Zoning

7780 South State Route 48 (513) 683-8520 Office
Hamilton Township, OH 45039 (513) 683-4325 Fax
<https://www.hamilton-township.org>







LEGISLATIVE COVER MEMORANDUM

Introduction: March 17, 2021

Effective Date: Next available date

Agenda Item: **Motion**
To enter into contract with Biggs Farm, LLC for a rent agreement on real property owned by Hamilton Township connected to Marr Park for contract farming.

Submitted By: Kenny Hickey

Scope / Description: This three year contract has been negotiated to benefit Hamilton Township and Biggs Farm, LLC. All of the details are explained in the attached contract.

Budget Impact: + \$3,900 paid each year to Hamilton Township

Vote Required for Passage: 2 of 3

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (“Agreement”) made and entered into this ____ day of March, 2021 by and between the Board of Township Trustees of Hamilton Township, Ohio, a township organized under the laws of the State of Ohio (hereinafter “Township”) and Biggs Farm, LLC, an Ohio limited liability company (hereinafter “Contractor”).

WITNESSETH

The parties for and in consideration of their mutual promises and agreements hereinafter set forth, do hereby agree as follows:

1. **Scope of Agreement.** The Contractor agrees to rent, for the purposes of farming, certain areas of the real property owned by the Township located at Nunner Road in Hamilton Township, Warren County, Ohio and certain areas of property owned by the Township in Mounts Park at Stubbs Mill Road in Hamilton Township, Warren County, Ohio (the “Real Property”).
2. **Term.** This Agreement shall commence upon the execution of this Agreement by the parties and shall continue through the 2023 crop growing year. In no event shall this Agreement continue beyond December 1, 2023.
3. **Purpose.** The Contractor shall use the Real Property only for the purpose of farming, which shall be limited to the growing of crops on the Real Property. Contractor shall keep no livestock on the Real Property.
4. **Work Performance.** The Contractor shall provide of the seed and plant material, equipment, utilities, and perform all labor involved in the growing operation. The Township shall have no obligations under this Agreement other than to provide for the availability of the Real Property for the 2021, 2022, and 2023 growing season during the term of this Agreement.
5. **Compliance with Local Laws; Indemnification.** The Contractor, at all times, agrees to observe and comply with all federal, state and local laws, ordinances and regulations in

any manner affecting the work. The Contractor agrees to indemnify and save harmless the Township and all its public officials, officers, agents, employees and servants against any claim or liability arising from or based on the violation of any such law, ordinance or regulation, or from the negligence of Contractor, whether by itself, its employees, agents, subcontractors or materialmen.

6. **Compliance with Worker's Compensation Act.** The Contractor agrees to comply with the State law known as the Worker's Compensation Act, and shall pay to the State Insurance Fund the necessary premiums required by the act to cover all employees working on this job and under the control of the Contractor and agrees to relieve the Township from any cost due to accidents or other liabilities mentioned in the Act. Contractor also agrees to furnish at the time of delivery of this Agreement and at such other times as may be requested, the official Certificate of Receipt showing the payment hereinbefore referred to.

7. **Insurance.** The Contractor agrees to secure and maintain during the entire term of this Agreement, Contractor's Public Liability Insurance in the amount of not less than \$500,000.00 for injuries, including accidental death to any one person and subject to the same limit per person in an amount not less than \$1,000,000.00 in the aggregate. Contractor's Liability Insurance shall be in such form as to protect the Township from its contingent liability to others for damages because of bodily injury including death, and for property damage which may arise from the construction under this Agreement. Contractor shall cause the Township to be named as additional insured under the insurance in effect and shall provide the Township with a certificate of such liability insurance prior to entering onto the Real Property.

8. **Liens.** The Contractor shall not cause any lien to attach to the Real Property as a result of Contractor's use of the Real Property. In the event any such lien attaches to the Real Property, Contractor shall immediately take all steps necessary to cause the removal of such lien.

9. **Performance and Assignability.** The Contractor shall keep the work under its personal control; and shall at all times keep the Real Property free from accumulation of waste material or rubbish caused by its employees at work and shall remove said rubbish from and about

the work area at frequent intervals; that it will not assign this Agreement or any part thereof without the previous written consent of said Township.

10. **Price.** The Contractor shall pay the Township the sum of Three Thousand Nine Hundred and no/100 Dollars (\$3900.00) each year upon the harvest of the crops at the Nunner Road portion, but in no event later than December 1 of each year that this agreement is in effect. Contractor shall provide mowing maintenance in certain areas of the Stubbs Mill portion in lieu of any payment.

11. **No Warranty.** The Contractor has made its own investigation as to the suitability of the Real Property for Contractor's intended use. The Township makes no warranty, including the WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE with regard to the Real Property. Any use of the Real Property made by Contractor is at Contractor's own risk.

IN WITNESS WHEREOF, said Contractor by David Biggs, its Member, and the Township by Darryl Cordrey, Chairman of the Board of Township Trustees and Kurt Weber, Fiscal Officer, have hereunto set their names on the day and year first above written.

TOWNSHIP OF HAMILTON, OHIO

By: _____
Darryl Cordrey, Chairman

By: _____
Kurt Weber, Fiscal Officer

**CONTRACTOR:
BIGGS FARM, LLC**

By: _____
David Biggs, Member

LEGISLATIVE COVER MEMORANDUM

Introduction: March 17, 2021

Effective Date: Next available date

Agenda Item: **Motion**
To enter into contract with Ohio Power Baseball for a one year lease agreement for Mounts Park baseball fields.

Submitted By: Brent Centers

Scope / Description: This contract has been negotiated to benefit the youth baseball programs, along with Hamilton Township and Ohio Power Baseball. All of the details are explained in the attached contract.

Budget Impact: N/A

Vote Required for Passage: 2 of 3

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (this "MOU") is entered into as of this ____ day of _____, 2021 (the "Effective Date") by and between **HAMILTON TOWNSHIP, WARREN COUNTY, OHIO**, with an address of 7780 South State Route 48, Hamilton Township, Ohio 45039 (the "Township") and **OHIO POWER BASEBALL**, with an address of P.O. Box 854 Maineville, Ohio 45039 ("OPB") (the Township and OPB may each be referred to herein as a "Party" and collectively as the "Parties").

- A. The Township owns certain real property on which it operates a public park with multiple baseball fields commonly known as "Mounts Park" and located at 4851 Stubbs Mills Road, Morrow, Ohio 45152 (the "Property").
- B. OPB is an organization which coaches and mentors youth baseball players, and offers such athletes the opportunity to participate in a youth baseball league.
- C. OPB desires to use, and the Township agrees to allow OPB to use, the Mounts Park baseball fields (the "Fields") for its organizational baseball-related activities in accordance with the terms and conditions of this MOU.

1. **Revocable License.** The Township hereby grants OPB a revocable license to use the Fields for the purpose of conducting baseball-related activities, including but not limited to baseball practice and games (the "Activities"), during the 2021 year (the "License"). OPB warrants that, at all times while this MOU and License granted herein are in effect, OPB shall conduct the Activities in compliance with all federal, state and local laws, regulations and rules, and all terms and conditions set forth in this MOU.

2. **Term; Termination.** This MOU and License granted herein shall commence on the Effective Date and shall terminate on December 31, 2021 (the "Term"). This MOU may be earlier terminated by the Township upon written notice to OPB in the event the Township: (i) becomes aware that OPB has violated any federal, state or local law, regulation or rule; (ii) becomes aware that OPB has violated any term or condition set forth in this MOU; or (iii) requires the Fields for any public purpose. The License may be earlier terminated by OPB upon written notice to the Township for any reason or no reason.

3. **Condition and Maintenance of the Property.** The Township shall pay up to Eight Thousand Dollars (\$8,000) for necessary repairs, as determined in the Township's sole discretion, to make the Fields suitable for the Activities. OPB shall provide, and cover the cost of, the labor for such repairs. Aside from the Township's agreement to provide certain necessary repairs as set forth herein, the Parties understand and agree that the Township shall have no duty to inspect, repair or maintain the Property for the purposes of OPB's use thereof or this MOU. OPB acknowledges and agrees that it has had a reasonable opportunity to inspect the Property and accepts the Property in its "as-is" condition, subject to any and all faults therein and hazards thereon, whether known or unknown. OPB acknowledges that the Township has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, agreements or guaranties of any kind or character whatsoever, whether express or implied; oral or written; past, present or future; or arising by operation of law with respect to the suitability or safety of the Property for the Activities. Should the Activities unreasonably alter the state or condition of the Property, as determined in the Township's sole discretion, OPB hereby assumes all responsibility, liability and expense for returning the Property to the same condition in which it existed immediately following the Township's completion of necessary repair work in accordance with this Section 3. OPB shall be responsible, at its sole cost and expense, for maintaining the Fields in a good and suitable condition for the Activities, and maintaining the immediately surrounding green space on the Property in a reasonably safe condition, during the Term.

4. **Schedule of Activities.** OPB shall create and maintain a schedule reflecting when OPB and any other team and/or organization will be participating in any Activity using the Fields pursuant to the License granted to OPB herein. The schedule shall state the date and time of each Activity, and the name of each team and/or organization participating in the Activity. OPB shall submit the schedule to the Hamilton Township Public Works Director for review and approval. The Township reserves the right to prohibit, restrict or cancel any scheduled Activities in its sole discretion in the event: (i) the Township deems the Activity unsafe or not in the best interests of the public; (ii) a conflict exists with another activity set to occur on the Property and/or Fields; or (iii) the Township requires the use of the Property and/or Fields for a public purpose.

5. **Restroom Facilities; Trash Receptacle.** OPB shall provide restroom facilities with a minimum of four (4) individual stalls for use by OPB and any OPB guests or invitees during the Term. OPB shall be solely responsible for maintaining the restroom facilities in a good and sanitary condition. OPB shall cooperate with the Township to choose an appropriate location for such facilities and shall promptly remove the restroom facilities upon termination of this MOU. The Township shall provide and maintain one (1) dumpster on the Property for OPB's nonexclusive use during the Term.

6. **Parking and Concession Fees; Expense Report.** OPB intends to charge a fee for parking and concessions related to the Activities. The Township shall receive ten percent (10%) of all such parking and concession fees collected by OPB. The Township's portion of fees collected each month shall be paid to the Township in one lump sum on or before the first day of the immediately following month. OPB shall be required to keep and maintain a monthly expense report of all of its incoming and outgoing expenses related to the Activities and its obligations under this MOU, and provide a copy of the same to the Township on a monthly basis.

7. **Liability Insurance.** OPB shall keep and maintain at all times during the Term general liability insurance coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts: (i) \$2,000,000 in the general aggregate; (ii) \$1,000,000 per occurrence; and (iii) \$1,000,000 in automobile liability coverage. Such insurance shall cover all OPB representatives, staff, agents, employees, members, volunteers, participants, guests and invitees on the Property. OPB shall provide the Township with a certificate evidencing its maintenance of such insurance policy or policies prior to the commencement of the Activities. OPB shall immediately notify the Township in the event the insurance coverage required hereunder, or any portion thereof, is canceled, revoked or lapses during the Term of this Agreement. Cancellation, revocation or lapse of the insurance coverage or any portion thereof shall be grounds for the Township's immediate termination of this MOU.

8. **Assumption of Risk.** OPB acknowledges and agrees that the Activities pose certain inherent risks, dangers and hazards which may arise from foreseeable and unforeseeable causes, and which cannot be fully eliminated. OPB freely and voluntarily agrees to assume all risks, dangers and hazards, and all liability for any and all loss, injury and/or damage sustained by an individual arising out of, or in any way related to, the Activities.

9. **Waiver; Release; Indemnification.** OPB hereby agrees to indemnify, defend and hold harmless the Township and all of its officers, representatives, agents, employees, successors and assigns (collectively, the "Released Parties") from and against any and all claims, actions, losses, damages, fines, penalties, liability and expense (including reasonable attorneys' fees) in connection with damage to real or personal property, loss of life and/or personal injury arising out of, or in any way related to, the Activities or OPB's use of the Property pursuant to this MOU. OPB hereby knowingly and voluntarily waives any and all claims against the Released Parties for any damage to real or personal property, loss of

life and/or personal injury arising out of, or in any way related to, the Activities or OPB's use of the Property pursuant to this MOU.

10. COVID-19 Coronavirus Acknowledgement. The COVID-19 coronavirus is an extremely contagious virus that spreads easily through contact with infected persons and objects. OPB understands and acknowledges that the risk of exposure to and infection with COVID-19 cannot be fully eliminated and the Township cannot guarantee and in no way warrants that COVID-19 exposure or infection will not occur if individuals congregate at or otherwise use the Property (inclusive of any buildings and structures thereon). OPB freely and voluntarily agrees to assume all risks of exposure to and infection with COVID-19 arising out of or in any way related to OPB's use of the Property. OPB further understands and acknowledges that it is OPB's responsibility to ensure, to the best of OPB's ability, that OPB representatives, staff, agents, employees, members, volunteers, participants, guests and invitees are free of COVID-19 symptoms and/or infection while on the Property. OPB expressly understands and agrees that its duty to indemnify, defend and hold harmless the Released Parties, as set forth in Section 9 herein, extends to claims, actions, losses, damages, fines, penalties, liability and expense (including reasonable attorneys' fees) arising out of or in any way related to damage, injury and/or loss of life any individual may incur or experience due to exposure to or infection with the COVID-19 coronavirus as a result of or in relation to the Activities or OPB's use of the Property.

11. Choice of Law; Forum. This MOU and any disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Ohio. All actions or proceedings with respect to this MOU shall be instituted in a state court of competent jurisdiction located in Warren County, Ohio. By executing this MOU, OPB irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such courts and waives: (i) any objection it might now or hereafter have to the venue of such courts; and (ii) any claim that any action or proceeding brought in such courts has been brought in an inconvenient forum.

11. Miscellaneous. The Parties hereby acknowledge that this MOU constitutes the entire agreement and understanding between the Parties, and supersedes any prior representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, between the Parties. This MOU may only be modified in a writing signed by both Parties. Any provisions of this MOU later held by a court of competent jurisdiction to be unenforceable for any reason shall be deemed severed and void, and all remaining provisions shall continue in full force and effect. OPB may not assign this Agreement, in whole or in part, to any person or entity without the Township's prior written consent.

[SIGNATURE PAGE FOLLOWS]

**HAMILTON TOWNSHIP,
WARREN COUNTY, OHIO**

OHIO POWER BASEBALL

Brent Centers
Hamilton Township Administrator

Date

By: _____

Name: _____

Title: _____

Date

0140811.0716264 4810-9382-4224v1

LEGISLATIVE COVER MEMORANDUM

Introduction: March 17, 2021

Effective Date: Next available date

Agenda Item: **Resolution 21-0317A**
A Resolution authorizing and approving an increase in Township Appropriations in the EMS Fund to reconcile budgets for calendar year 2021

Submitted By: Chief Reese

Scope / Description: This increase in appropriation was requested at the 3/3/21 Trustee meeting to appropriate \$35,000 in the EMS Fund to purchase the two staff vehicles for the Fire Chief and Assistant Fire Chief. These two staff vehicles were budgeted for financing in the 2021 budget. This appropriation will allow for the out-right purchase of both vehicles and save \$3,360.49 in interest payments over the next four years.

Budget Impact: \$35,000

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 March 17, 2021, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

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

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

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO
RESOLUTION NUMBER 21-03017A**

**A RESOLUTION AUTHORIZING AND APPROVING AN INCREASE IN TOWNSHIP
APPROPRIATIONS IN THE EMS FUND TO RECONCILE BUDGETS FOR
CALENDAR YEAR 2021**

WHEREAS, the Board of Township Trustees wishes to authorize and approve an increase in appropriations in order reconcile budgets and appropriations for calendar year 2021;

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 EMS Fund Line Item 2284-760-750-0000, Motor Vehicles in the amount of \$35,000 for a total amount of \$100,000.

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

Resolution adopted this 17th day of March 2021.

Attest:

Kurt E. Weber, *Fiscal Officer*

Approved as to form:

Benjamin J. Yoder, *Law Director*

I, Kurt E. Weber., Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on March 17, 2021.

Date: _____

Kurt E. Weber, *Fiscal Officer*



Hamilton Township Fire Rescue

7780 South State Route 48, Hamilton Township, Ohio 45039

513-683-1622 www.hamilton-township.org



2021 Chief and Asst. Chief Car Proposal

The following chart shows the estimated cost and plan to finance two command vehicles.

F-150		Ford Explorer
\$37,366.00	Base	\$36,275.00
\$9,500.00	Aft Mkt Pkg	\$10,818.00
\$3,500.00	slide/mats/decal	\$1,300.00
<hr/>		<hr/>
\$50,366.00		\$48,393.00
Total	\$98,759.00	
Financed	\$98,759.00	
Est. Int.	<u><u>\$3,360.49</u></u>	2.15%
Total cost	\$102,119.49	
Yrly Pymt	\$25,529.87	

In our current appropriations, the FD budgeted \$65,000 for a vehicle. If we increased appropriations by \$35,000, we could buy both vehicles outright saving the \$3,360.49 and not affecting our reserve amount greatly.

In comparison to the PD, we do not put the miles on our cars as they do. We also tend to keep our cars longer than the PD and do not have the need to rotate them as often. Therefore, I am recommending increasing appropriations and purchasing both vehicles now instead of financing.

Respectfully,

Chief Brian Reese