COLERAIN
TOWNSHIP ~ OHIO

Regular Meeting of the Board of Trustees - May 12, 2026

1. **Opening of Meeting**
2. **Pledge of Allegiance** 6PM
3. **Meditation (Moment of Silence)**
4. **Moment of Positivity** Township's Annual Memorial Day Ceremony - May 25, 2026 at 10am at Gateway Corner Memorial
5. **Approval of Minutes**
6. **Public Hearings**
    a. Public Hearing for CZC-26-6, Map Amendment to rezone 10299 Colerain Avenue, parcel 510-0182-0014-00, from PD (Planned District) to AMN (Avenue Mixed North)
    b. Resolution to APPROVE/DENY Zoning Commission CZC-26-6, Map Amendment to rezone 10299 Colerain Avenue, parcel 510-0182-0014-00, from PD (Planned District) to AMN (Avenue Mixed North)
7. **Presentations**
    a. Proclamation Recognizing May as ALS Awareness Month
    b. Presentation by Chief Edwin Cordie Introducing and Swearing-In a Newly Promoted Sergeant Adam J. Wood
    c. Presentation by Chief Walls: Introducing and Swearing-in Newly Promoted Employee
8. **Citizens Address**
9. **Administrative Reports**
10. **Trustees' Report**
11. **New Business**

Public Safety

a. Resolution to Purchase Cruiser from Amberley Village
b. Resolution Declaring Nuisance and Ordering Abatement
c. Resolution Declaring a Junk Motor Vehicle - 3161 Banning Rd.
d. Motion Authorizing the Township Administrator to enter into a contract with Joseph Toyota for the purchase of two Police vehicles

Public Services

COLERAIN TOWNSHIP ~ OHIO

Development

Administration

a. Motion authorizing the Township Administrator to execute a natural gas aggregation agreement at or below Duke's Gas Cost at the time of execution for a period not to exceed twenty-four (24)-months

b. Resolution to Prepare and Submit an Application for a Metro Transportation Infrastructure Fund Grant and to Execute Contracts as Required

c. Resolution Authorizing the Adoption of Amended Appropriations

d. Motion to Set a Public Hearing - 2027 Tax Budget

12. **Old Business**

13. **Consent Items**

a. Wage Adjustment - Lisa White - Accounting Specialist - $30.44/hour

b. New Hire - Police Clerk - Police Department - Ellie C. Backscheider - $28.00

c. New Hire - Part-Time Co-op Fleet Maintenance Student - Department of Fire and EMS - Conner Barlow - $15.00 per hour

d. Contract - Cintas - Public Services Uniforms - $Varies - May 2029

e. New Hire - Seasonal Maintenance Worker - Public Services - Nine Part Time Staff Members - $Hourly Wage (varies)

f. New Hire - Maintenance Worker - Public Services - Kodyn Lambert - $23.52

14. **Fiscal Office Report**

15. **Executive Session** – if needed

16. **Adjournment**

PUBLIC HEARINGS

Department:	Development
Department Director:	David Miller, Director of Development
Strategic Plan Goal:	Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Public Hearing for CZC-26-6, Map Amendment to rezone 10299 Colerain Avenue, parcel 510-0182-0014-00, from PD (Planned District) to AMN (Avenue Mixed North)

Recommend OPENING the public hearing.

Rationale:

On April 21, 2026 the Zoning Commission held a public hearing for Case CZC-26-6, Map Amendment to rezone 10299 Colerain Avenue, parcel 510-0182-0014-00, from PD (Planned District) to AMN (Avenue Mixed North). The Commission voted 5-0 to recommend approval and is sending the case to the Board of Trustees for a public hearing and final consideration.

A public hearing is required prior to any action being taken by the Board of Trustees.

COLERAIN
TOWNSHIP ~ OHIO

CZC-26-6
STAFF REPORT
Zoning Commission

10299 Colerain Av.
Map Amendment

Staff & Hearing Information

Department:	Planning & Zoning
Staff:	David Peters, Senior Planner
Hearing Date:	April 21, 2026

Case Information

Case Title:	10299 Colerain Av. Map Amendment
Application Type:	Zoning Map Amendment
Owner:	KLEI 2 MANAGEMENT
Applicant:	Dennis Klei
Property Address:	10299 Colerain Av.
Parcel ID:	510-0182-0014-00
Deeded Acreage:	1.042 acres
Current Zoning:	PD - Planned District
Requested Zoning:	AMN - Avenue Mixed North
Underlying Zoning:	AMN - Avenue Mixed North

Proposed Action

The applicant requests approval of a zoning map amendment to rezone approximately 1.042 acres located at 10299 Colerain Avenue from **PD - Planned District** to **AMN - Avenue Mixed North**. If approved, the property would no longer be governed by the 1995 Planned District approval and associated Final Development Plan for an older Automotive Fuel Services establishment, and would instead be subject to the standard use permissions, development standards, and procedures applicable to the AMN District.

Case Summary & History

The subject site is a small commercial parcel situated in one of the Township's most visibly transitional areas from a zoning and development standpoint. Within a short distance of the property are AMN, RER, LIT, SLF, and multiple PD-zoned properties. The parcel lies immediately south of the recently developed Wawa property, which was formerly under common ownership. To the east is the Colerain Towne Center area, a major commercial node also governed in part by Planned District approvals over land with underlying AMN zoning. Residential properties to the south and west are zoned RER, though the presence of residential properties along this commercial corridor is extremely limited.

The existing PD was approved in 1995 as **CZC-95-2** for a Marathon Gas Sales and Food Mart on approximately 1.075 acres. That approval contemplated a 1,717-square-foot store building, gasoline pumps beneath a canopy, access from Colerain Avenue, and secondary access from RaeAnn Drive. The specific development concept approved nearly three decades ago has not remained viable as a contemporary template for redevelopment of this property. While the parcel previously functioned with a fuel sales use, the practical effect of retaining the current PD is to leave the site burdened by an obsolete, highly specific approval framework that is disconnected from present market conditions and the Township's current zoning structure.

The owner is not proposing a new site plan for approval at this time, but instead seeks to sell the property. Staff understands the applicant's stated purpose for the map amendment is to make the parcel more marketable by restoring a conventional zoning classification that reflects the underlying district already established for this portion of the corridor. Staff also notes that a Major Modification to the existing PD was not pursued because the owner is not redeveloping the property himself and therefore does not have a specific development plan to submit at a level that would support meaningful review of a Major Modification request.

Site Access & Surrounding Context

The site retains one curb cut on Colerain Avenue along the east side of the parcel and one curb cut on RaeAnn Drive to the south. Any future redevelopment of the parcel will require safe access into, through, and out of the site regardless of the outcome of this zoning case. The applicant or future property owner will be required to coordinate access with ODOT for the Colerain Avenue curb cut and with Colerain Township for the RaeAnn Drive curb cut, in addition to satisfying any other applicable engineering, traffic, and access management requirements at the time of redevelopment.

North:	PD (recent Wawa development; underlying zoning AMN)
East:	PD (Colerain Towne Center area; underlying zoning AMN)
South:	RER
West:	RER

Staff Findings

1. **The requested rezoning restores the property to the underlying district already established for this portion of the corridor.** The AMN District is the underlying zoning pattern that already exists in the immediate area and beneath nearby Planned District approvals. In practical terms, the request removes an outdated site-specific overlay of entitlements and returns the parcel to the conventional zoning framework intended for the corridor.
2. **The request is consistent with the Comprehensive Plan's direction to modernize regulations, encourage redevelopment, and create a more business-friendly development framework.** Imagine Colerain states that the Township should *"undertake an active role in real estate and community development projects throughout the Township to reposition underutilized properties to their highest and best potential"* and should *"establish regulatory framework that fosters a redevelopment and business-friendly environment"*. It further recommends updating the Zoning Resolution to make development regulations more flexible for projects aligned with Township goals, and in the Land Use element calls for the Township to modernize its zoning regulations and create development processes that are resident- and business-friendly.
3. **The present PD no longer functions as an effective planning tool for this parcel.** Planned District zoning is intended to facilitate coordinated development under an approved concept. Here, the existing PD is tied to a 1995 Final Development Plan for a "Food Mart" style Automotive Fuel Services layout that would be unlikely to redevelop in that same form today.
4. **From a policy standpoint, approval eliminates the possibility that an outdated PD approval could later function as a quasi-nonconforming development pathway.** Automotive Fuel Services are no longer permitted by right in the same manner this older approval contemplated. Removing the PD and its associated Final Development Plan would prevent future reliance on a decades-old approval framework in an area already well served by fuel stations and better align the property with the Township's contemporary land use and zoning expectations.
5. **Staff finds the AMN District more appropriate than Planned District zoning for a parcel of this size.** The Township's current policy approach is that Planned Districts should function as true districts and are now expected to meet substantially larger minimum area thresholds. A 1.042-acre parcel is not well suited to remain regulated as a standalone PD indefinitely. Returning the property to AMN better reflects the scale of the site, the surrounding corridor context, and the Township's broader effort to reserve Planned District zoning for coordinated, district-scale development rather than isolated legacy parcels.
6. **The request is also consistent with the Comprehensive Plan's emphasis on redevelopment along Colerain Avenue and on repositioning underutilized commercial properties.** Imagine Colerain recognizes Colerain Avenue as one of the Township's primary commercial corridors, expresses concern regarding blight and underutilization along the corridor, and supports active efforts to market redevelopment sites and pursue regulatory and policy tools that improve reinvestment potential. The Plan also specifically recommends creating clustered business districts along Colerain Avenue and focusing on corridor revitalization and access management.
7. **The absence of a current redevelopment plan is not, by itself, a basis to deny the request.** The owner is selling the property, not proposing construction at this time. The purpose of this map amendment is to place the land into an

appropriate base zoning classification so that any future purchaser may pursue redevelopment under current Township regulations. Any future development will still be subject to all applicable use, site design, access, landscaping, signage, and permitting requirements of the Zoning Resolution and to any outside agency approvals that may be required.

Staff Recommendation

Staff recommends **approval** of the requested zoning map amendment to rezone the subject property from **PD - Planned District** to **AMN - Avenue Mixed North**, as shown in Appendix B.

Staff finds that the request is consistent with the Township's Comprehensive Plan, advances the Township's stated objective of creating a redevelopment- and business-friendly regulatory environment, removes an obsolete and highly specific legacy Planned District approval, and places the property under the conventional zoning district that already underlies the site and characterizes the surrounding corridor context.

Attachments

For a comprehensive understanding of the proposed map amendment, please refer to the following appendices:

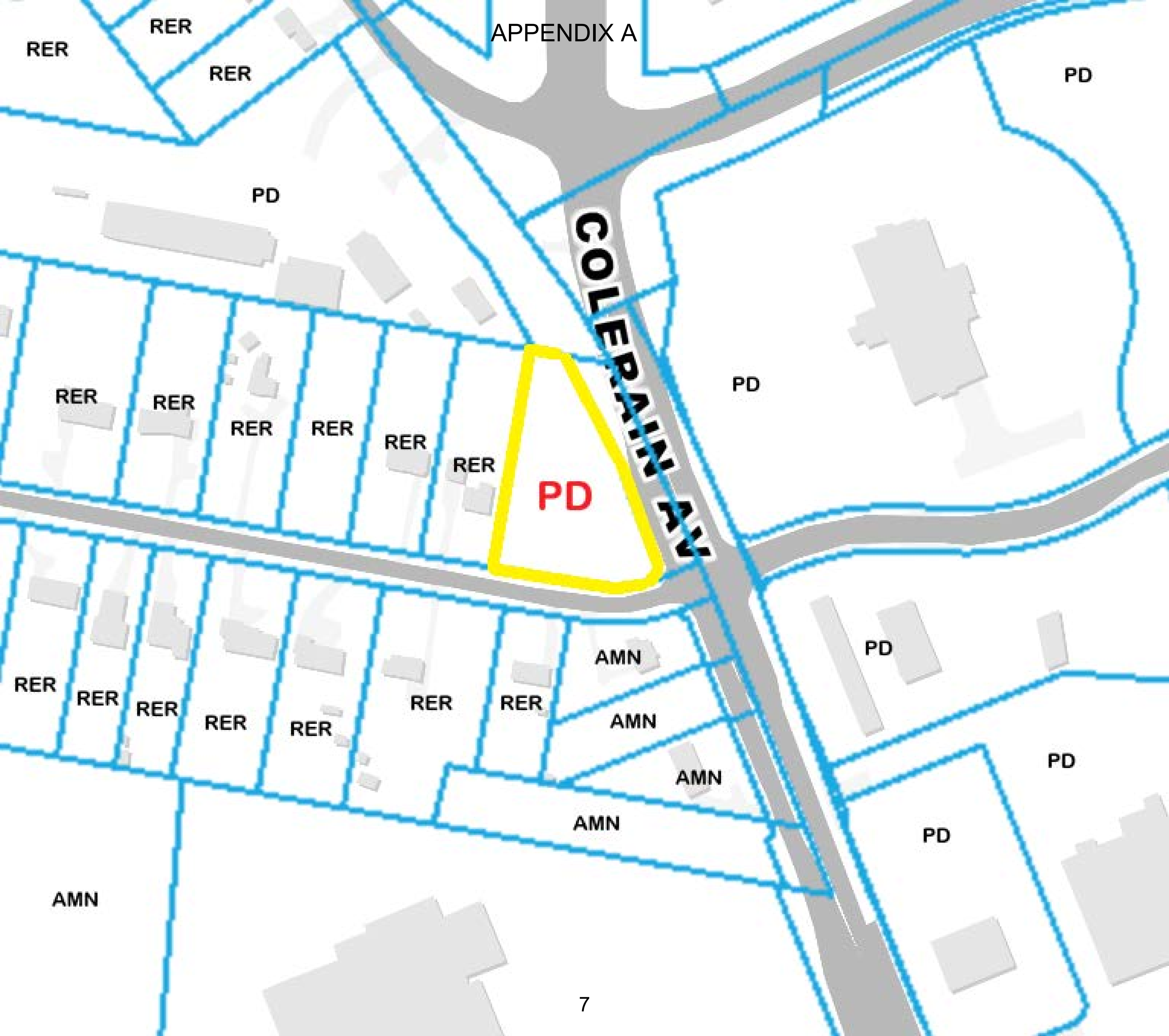
1. **Appendix A**: *Current Zoning Map*
2. **Appendix B**: *Proposed Zoning Map*

Respectfully submitted for the Colerain Township Zoning Commission's consideration,

David Peters

David Peters, Senior Planner

APPENDIX A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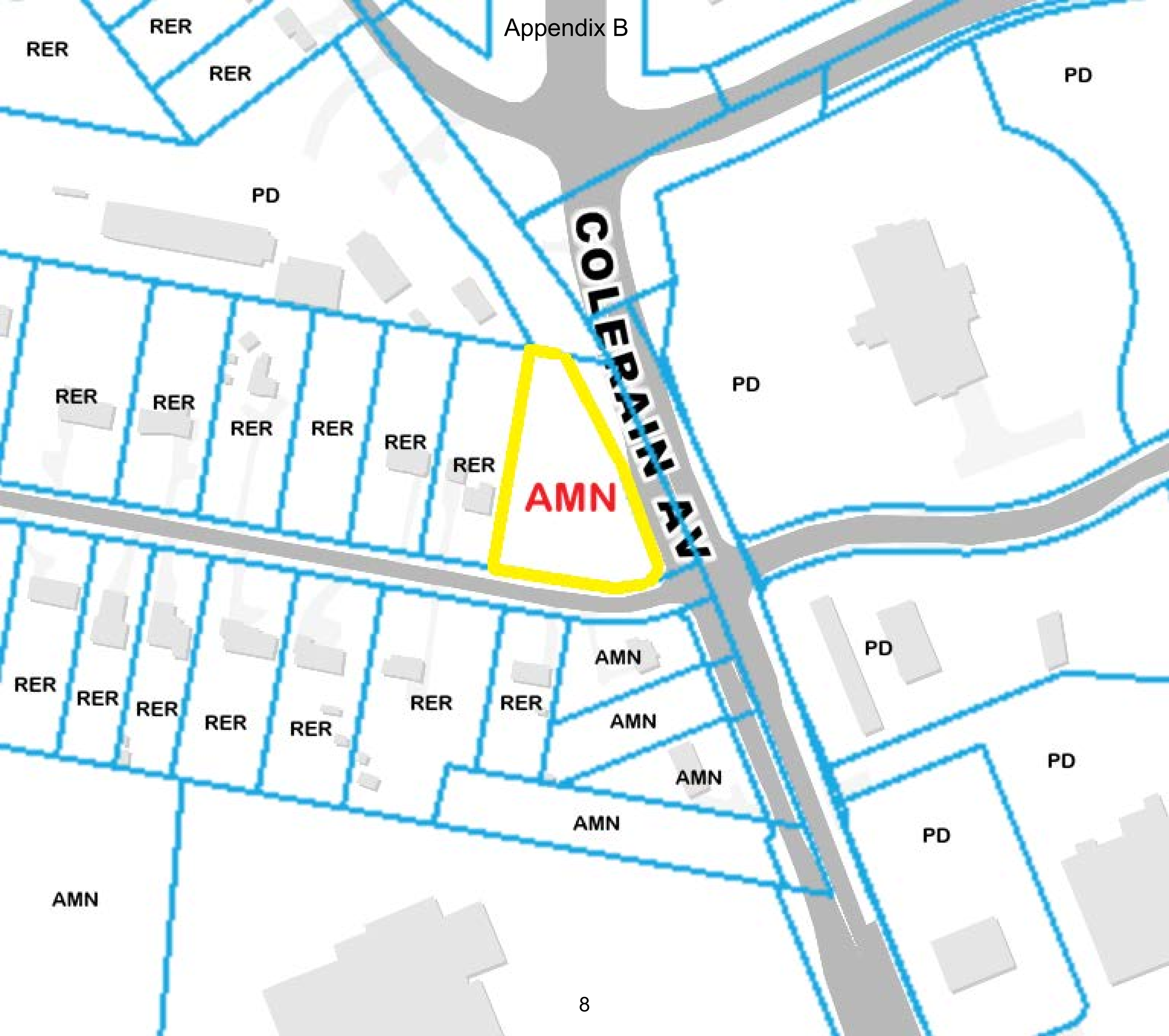
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PUBLIC HEARINGS

Department:	Development
Department Director:	David Miller, Director of Development
Strategic Plan Goal:	Strategic Goal #3: Revitalization of the Community through Economic Development, Beautification, and Code Enforcement

Resolution to APPROVE/DENY Zoning Commission CZC-26-6, Map Amendment to rezone 10299 Colerain Avenue, parcel 510-0182-0014-00, from PD (Planned District) to AMN (Avenue Mixed North)

Recommend ADOPTION of the Resolution.

Rationale:

The property's current Planned District (PD) zoning allows for something similar to the previous use as a 4-pump gas station, which is not a use the owner sees as conducive to creating interest for buyers. He wants to sell the property and is proposing to remove the PD zoning designation and revert to the underlying zoning of Avenue Mixed North (AMN) in hopes of broadening the potential uses for a future owner. The Zoning Commission recommended approval by a 5-0 vote.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in a regular session at 6:00 p.m., on the 12th day of May, 2026, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

Mr./Ms. ______________________________ introduced the following Resolution and moved its adoption:

RESOLUTION NO. ______

RESOLUTION APPROVING ZONING COMMISSION CASE CZC-26-6, ZONING MAP AMENDMENT TO 10299 COLERAIN AVENUE FROM PD (PLANNED DISTRICT) TO AMN (AVENUE MIXED NORTH)

WHEREAS, applicant Dennis Klei, representative for Klei 2 Management, applied for a Zoning Map Amendment to 10299 Colerain Avenue, parcel 510-0182-0014-00, to rezone the property from PD (Planned District) to AMN (Avenue Mixed North); and

WHEREAS, on April 21, 2026, the Colerain Township Zoning Commission held a public hearing on the application as case CZC-26-6 proposing the Zoning Map Amendment; and

WHEREAS, after consideration of the staff proposal and all public comments, exhibits, and other materials submitted, the Zoning Commission voted 5-0 to recommend approval of the Zoning Map Amendment to the Colerain Township Board of Trustees; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees conducted its public hearing on Zoning Commission case CZC-26-6 on May 12, 2026, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted___-___ to approve the Colerain Township Zoning Map Amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio approves the Zoning Map Amendment, as shown on the attached Exhibit A, for the above referenced parcels for the reason that the Amendment would be in the best interest of the Township and the health, safety, morals and welfare of the public, is consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is in keeping with good land use planning; and

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in

such formal action were taken in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and

3. That a certified copy of this Resolution be directed by the Fiscal Officer of Colerain Township to the Hamilton County Recorder and the Colerain Township Zoning Administration; and

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and

5. That this Resolution shall be effective at the earliest date allowed by law.

Mr./ Ms.________________________ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich________, Mr. Unger________, Mr. Wahlert________,

ADOPTED this 12th day of May, 2026.

BOARD OF TRUSTEES:

____
Cathy Ulrich, Trustee

____
Dan Unger, Trustee

____
Matt Wahlert, Trustee

ATTEST:

____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

____
Brodi Conover
Colerain Township Law Director

AUTHENTICATION

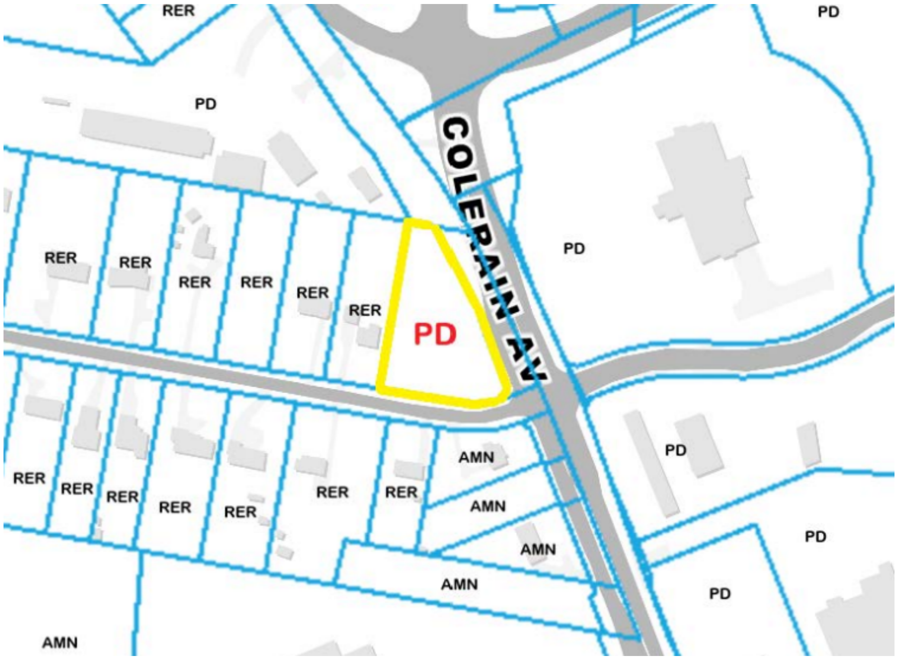
This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 12th day of May, 2026.

____

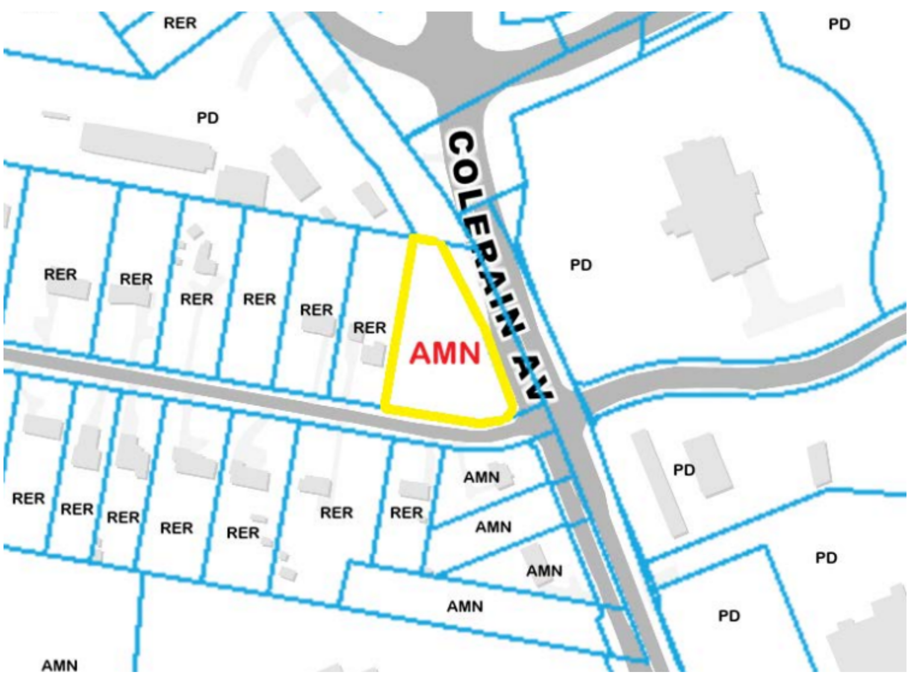
Jeff Baker
Colerain Township Fiscal Officer

EXHIBIT A

Current Zoning
of Parcel 510-0182-0014-00



Proposed Zoning
of Parcel 510-0182-0014-00



The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in a regular session at 6:00 p.m., on the 12th day of May, 2026, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio, 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matt Wahlert

Mr./Ms. ______________________________ introduced the following Resolution and moved its adoption:

RESOLUTION NO. ______

RESOLUTION DENYING ZONING COMMISSION CASE CZC-26-6, ZONING MAP AMENDMENT TO 10299 COLERAIN AVENUE FROM PD (PLANNED DISTRICT) TO AMN (AVENUE MIXED NORTH)

WHEREAS, applicant Dennis Klei, representative for Klei 2 Management, applied for a Zoning Map Amendment to 10299 Colerain Avenue, parcel 510-0182-0014-00, to rezone the property from PD (Planned District) to AMN (Avenue Mixed North); and

WHEREAS, on April 21, 2026, the Colerain Township Zoning Commission held a public hearing on the application as case CZC-26-6 proposing the Zoning Map Amendment; and

WHEREAS, after consideration of the staff proposal and all public comments, exhibits, and other materials submitted, the Zoning Commission voted 5-0 to recommend approval of the Zoning Map Amendment to the Colerain Township Board of Trustees; and

WHEREAS, pursuant to Ohio Revised Code Section 519.12(G) and (H), the Colerain Township Board of Trustees conducted its public hearing on Zoning Commission case CZC-26-6 on May 12, 2026, and after consideration of the recommendation of the Zoning Commission, and all public comments, exhibits, and other materials submitted, voted___-___ to deny the Colerain Township Zoning Map Amendment.

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

1. That the Board of Trustees of Colerain Township, Hamilton County, Ohio denies the Zoning Map Amendment, as shown on the attached Exhibit A, for the above referenced parcels for the reason that the Amendment would not be in the best interest of the Township and the health, safety, morals and welfare of the public, is not consistent with the Colerain Township Comprehensive Plan previously adopted by the Township, and is not in keeping with good land use planning; and

2. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in

such formal action were taken in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code; and

3. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading; and

4. That this Resolution shall be effective at the earliest date allowed by law.

Mr./ Ms.________________________ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich________, Mr. Unger________, Mr. Wahlert________,

ADOPTED this 12th day of May, 2026.

BOARD OF TRUSTEES:

____
Cathy Ulrich, Trustee

____
Dan Unger, Trustee

____
Matt Wahlert, Trustee

ATTEST:

____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

____
Brodi Conover
Colerain Township Law Director

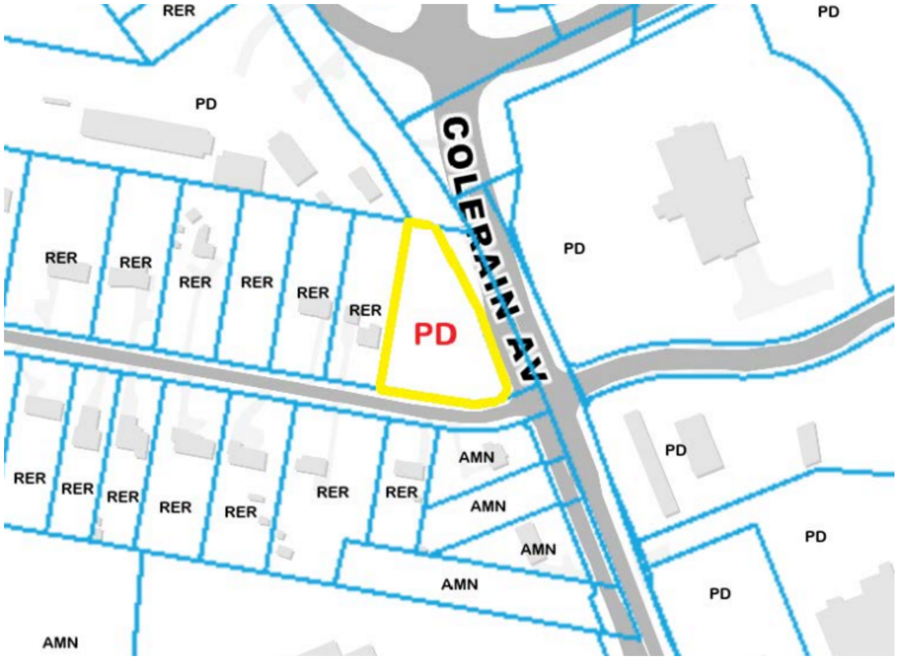
AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this 12th day of May, 2026.

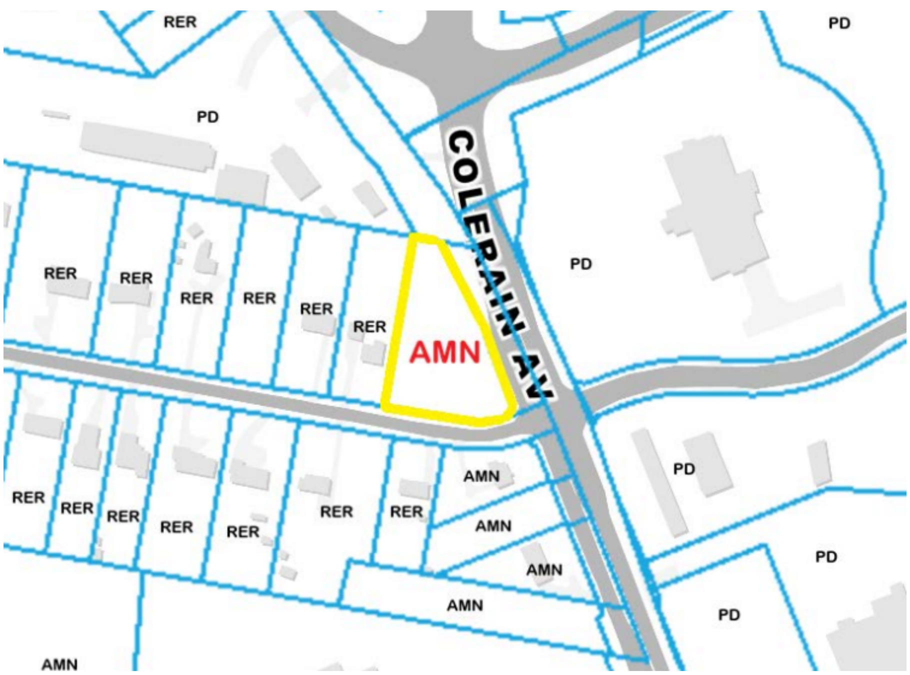
____
Jeff Baker
Colerain Township Fiscal Officer

EXHIBIT A

Current Zoning
of Parcel 510-0182-0014-00



Proposed Zoning
of Parcel 510-0182-0014-00



PRESENTATIONS

Department: Administration

Department Director: Jeff Weckbach, Township Administrator

Strategic Plan Goal:

Proclamation Recognizing May as ALS Awareness Month
Recommend ADOPTION of the Proclamation.

Rationale:
The Month of May serves as ALS Awareness Month. The purpose of this month is to:

- Help educate the public about the realities living with ALS
- Honor individuals and families living with ALS
- Recognize caregivers and healthcare providers
- Demonstrate our community's commitment to supporting those impacted

PROCLAMATION FOR
ALS AWARENESS MONTH
IN COLERAIN TOWNSHIP, OHIO

Whereas Amyotrophic lateral sclerosis (ALS), also commonly known as Lou Gehrig's disease, is a progressive fatal neurodegenerative disease in which a person's brain loses connection with their muscles, slowly reducing a person's ability to walk, talk, eat, and eventually breathe; and

Whereas Thousands of new amyotrophic lateral sclerosis (ALS) cases are reported every year, and estimates show that every 90 minutes, someone is diagnosed with ALS and someone passes away from ALS. On average, patients diagnosed with ALS survive only two to five years from the time of diagnosis; and

Whereas The ALS Association is the largest philanthropic funder of ALS research globally and has committed more than $154 million to support more than 550 projects across the United States and 18 other countries. The ALS Association is committed to making ALS livable and cure it for everyone, everywhere; and

Whereas Amyotrophic Lateral Sclerosis Awareness Month provides an opportunity to increase public awareness of the dire circumstances of people living with ALS, acknowledge the terrible impact this disease has on those individuals and their families, and support research to eradicate this disease.

Be it resolved that the Colerain Township Board of Trustees hereby proclaim the month of May 2026, as a special month of recognition for Amyotrophic Lateral Sclerosis (ALS) Awareness in Colerain Township.

Cathy Ulrich Trustee	Daniel Unger Trustee	Matt Wahlert Trustee

Jeffrey D. Baker
Fiscal Officer

Date: May 12, 2026

PRESENTATIONS

Department:	Police
Department Director:	Ed Cordie, Police Chief
Strategic Plan Goal:	Strategic Goal #2: Continue to Provide High Quality Safety Services

Presentation by Chief Edwin Cordie Introducing and Swearing-In a Newly Promoted Sergeant Adam J. Wood
No action is requested of the Board.

Rationale:
Chief Edwin Cordie will swear-in Sergeant Adam J. Wood

PRESENTATIONS

Department:	Fire
Department Director:	Allen Walls, Fire Chief
Strategic Plan Goal:	Strategic Goal #2: Continue to Provide High Quality Safety Services

Presentation by Chief Walls: Introducing and Swearing-in Newly Promoted Employee
No action is requested of the Board.

Rationale:
Introduce and administer the Oath of Office to the department's newest Career Firefighter:

- Alexander Glueck

PUBLIC SAFETY

Department:	Administration
Department Director:	Ed Cordie, Police Chief
Strategic Plan Goal:	Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution to Purchase Cruiser from Amberley Village
Recommend ADOPTION of the Resolution.

Rationale:
Colerain Township has a unique opportunity to purchase a fully outfitted K-9 cruiser from Amberly Village at a rate of $35,000. This vehicle has been inspected by staff and is in great condition. To purchase this new and to outfit the vehicle would cost in excess of $70,000.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 6:00 p.m., on the _______ day of ____________, 2026 at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, Mr. Matt Wahlert

Mr./Ms. ______________________ introduced the following resolution and moved its adoption:

RESOLUTION NO. ____ - 26

RESOLUTION AUTHORIZING A CONTRACT TO PURCHASE A 2023 FORD EXPLORER INTERCEPTOR FROM AMBERLY VILLAGE, HAMILTON COUNTY, OHIO FOR USE BY COLERAIN TOWNSHIP'S POLICE DEPARTMENT

WHEREAS, Ohio Revised Code 505.101 provides the Colerain Township Board of Trustees authority to enact resolutions to purchase motor vehicles, materials, equipment, or supplies from any political subdivision without advertising or public bidding; and

WHEREAS, Amberly Village currently owns a **2023 FORD EXPLORER INTERCEPTOR** (VIN: 1FM5K8AW9PNA09208) police cruiser that is outfitted as a K-9 cruiser (the "Vehicle") that it no longer needs; and

WHEREAS, Colerain Township has a need for the Vehicle to support its K-9 police department operations; and

WHEREAS, Amberly Village desires to sell the Vehicle to Colerain Township so that it may be used by Colerain Township's police department; and

WHEREAS, the Colerain Township Board of Trustees finds that it is in the best interest of the Township to purchase the Vehicle on the terms set forth in this Resolution.

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

SECTION 1: The Board of Trustees hereby authorizes the Township Administrator, on the Board of Trustees' behalf, to enter into a contract with Amberly Village, to purchase a **2023 FORD EXPLORER INTERCEPTOR** (VIN: 1FM5K8AW9PNA09208) for a price not to exceed Thirty Five Thousand Dollars and 00/100 ($35,000.00) and to execute any other documents necessary to effectuate the purchase of the Vehicle.

SECTION 2: The Board of Trustees hereby appropriates funds in an amount not to exceed Thirty-Five Thousand Dollars and 00/100 ($35,000.00) for the purpose of paying the purchase price of the Vehicle pursuant to Ohio Revised Code 505.101(C).

<u>SECTION 3</u>: It is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

<u>SECTION 4</u>: This Resolution shall become effective the earliest date permitted under Ohio law.

Mr./Ms. ___________________________ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _________, Mr. Unger_________, Mr. Wahlert_________

ADOPTED this ____ day of _________________, 2026.

BOARD OF TRUSTEES:

____
Cathy Ulrich, Trustee

____
Dan Unger, Trustee

____
Matt Wahlert, Trustee

ATTEST:

____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

____

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of _________________, 2026.

____
Jeff Baker
Colerain Township Fiscal Office

PUBLIC SAFETY

Department:	Police
Department Director:	Ed Cordie, Police Chief
Strategic Plan Goal:	Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring Nuisance and Ordering Abatement
Recommend ADOPTION of the Resolution.

Rationale:

This resolution allows for the removal of uncontrolled vegetation and/or refuse at the following properties:

2459 Bluelark Dr 510-0063-0013-00
2499 Bluelark Dr 510-0063-0225-00
3734 Brockton Dr 510-0101-0329-00
3384 Dolomar Dr 510-0083-0107-00
2351 Fulbourne Dr 510-0043-0367-00
2563 Grant Ave 510-0031-0089-00
2782 Hazelton Ct 510-0041-0303-00
2336 Lincoln Ave 510-0031-0521-00
2711 Lincoln Ave 510-0031-0710-00
9669 Loralinda Dr 510-0052-0410-00
4012 Miamitrail Ln 510-0280-0095-00
8510 Neptune Dr 510-0063-0282-00
3402 Niagara St 510-0102-0042-00
8240 Pippin Rd 510-0063-0185-00
2885 Regal Ln 510-0060-0179-00
3207 Rinda Ln 510-0081-0082-00
2430 Springdale Rd 510-0043-0033-00
2520 Springdale Rd 510-0043-0038-00

All properties that are abated by the Township will have their property taxes assessed in order to reimburse the Township for the abatement services. This resolution and the Township's abatement process comport with the Ohio Revised Code for nuisance violations.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at 7:00 p.m., on the ____ day of ________, 202_, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee ____________________ introduced the following resolution and moved its adoption:

RESOLUTION NO. __________

RESOLUTION DECLARING NUISANCE AND ORDERING ABATEMENT

WHEREAS Uncontrolled vegetation and/or refuse and debris were reported at the properties listed below:

Address	Book-Page-Parcel No.
2459 Bluelark Dr	510-0063-0013-00
2499 Bluelark Dr	510-0063-0225-00
3734 Brockton Dr	510-0101-0329-00
3384 Dolomar Dr	510-0083-0107-00
2351 Fulbourne Dr	510-0043-0367-00
2563 Grant Ave	510-0031-0089-00
2782 Hazelton Ct	510-0041-0303-00
2336 Lincoln Ave	510-0031-0521-00
2711 Lincoln Ave	510-0031-0710-00
9669 Loralinda Dr	510-0052-0410-00
4012 Miamitrail Ln	510-0280-0095-00
8510 Neptune Dr	510-0063-0282-00
3402 Niagara St	510-0102-0042-00
8240 Pippin Rd	510-0063-0185-00
2885 Regal Ln	510-0060-0179-00
3207 Rinda Ln	510-0081-0082-00
2430 Springdale Rd	510-0043-0033-00
2520 Springdale Rd	510-0043-0038-00

WHEREAS Ohio Revised Code Section 505.87 provides that, at least seven days prior to providing for the abatement, control, or removal of any vegetation, garbage, refuse, or debris, the Board of Trustees shall notify the owner of the land and any holders of liens of record upon the land; and

WHEREAS Ohio Revised Code Section 505.87 provides that, if the Board of Trustees determines within twelve consecutive months after a prior nuisance determination that the same owner's maintenance of vegetation, garbage refuse, or other debris on the same land in the township constitutes a nuisance, at least four days prior to providing for the abatement, control or removal of the nuisance, the Board must send notice of the subsequent nuisance determination to the landowner and to any lienholders of record by first class mail; and

WHEREAS In accordance with Ohio Revised Code Section 505.87, the Township Trustees have the authority to contract to abate the nuisances and have the costs incurred assessed to the property tax bills.

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

1. That this Board specifically finds and hereby determines that the uncontrolled growth of vegetation and/or the refuse and debris on each of the said properties listed above constitute a nuisance within the meaning of Ohio Revised Code Section 505.87, and the Board directs that notice of this action be given to owners of the said property and lienholders in the manner required by Ohio Revised Code Section 505.87;

2. That this Board hereby orders the owners of said property to remove and abate the nuisances within seven days after notice of this order is given to the owners and lienholders of record, and within four days after notice of this order is given to the owners and lienholders of record for properties previously determined to be a nuisance. If said nuisances are not removed and abated by the said owners, or if no agreement for removal and abatement is reached between the Township and the owners and lienholders of record within four or seven days after notice is given, the Zoning Inspector shall cause the nuisances to be removed, and the Township shall notify the County Auditor to assess such cost plus administrative expense to the property tax bills for the said parcel, as provided in Ohio Revised Code Section 505.87;

3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code; and

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

5. That this Resolution shall be effective at the earliest date allowed by law.

Trustee ________________________. seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich________, Mr. Unger_______, Mr. Wahlert________

ADOPTED this ____ day of ________, 202_.

BOARD OF TRUSTEES:

____
Cathy Ulrich, Trustee

____
Dan Unger, Trustee

____
Matthew Wahlert, Trustee

ATTEST:

____

Jeff Baker,
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

____

Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of ________, 202_.

____

Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department: Police

Department Director: Ed Cordie, Police Chief

Strategic Plan Goal: Strategic Goal #2: Continue to Provide High Quality Safety Services

Resolution Declaring a Junk Motor Vehicle - 3161 Banning Rd.
Recommend ADOPTION of the Resolution.

Rationale:
Recommend Adoption of the Motion to Declare and Order Abatement of the Junk Motor Vehicle at the Following Property:

3161 Banning Rd. Cincinnati, OH 45239

1. (NO TAG) 2000, White, Ford, Ranger
2. (OHIO) JSJ4489, Blue, Chevrolet, Blazer
3. (OHIO) DWF1995, Brown/White, GMC, Sonoma

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at **6:00** p.m., on the ____ day of ________, 202_ at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Ms. Cathy Ulrich, Mr. Dan Unger, and Mr. Matthew Wahlert

Trustee _____________________ introduced the following resolution and moved its adoption:

RESOLUTION NO.: _________

RESOLUTION DECLARING VEHICLE LOCATED AT 3161 Banning Rd. Cincinnati, OH 45239– Parcel ID 510-0070-0061-00 AS A JUNK MOTOR VEHICLE AND CAUSING FOR THE REMOVAL PURSUANT TO COLERAIN TOWNSHIP RESOLUTION NO. 36-21

WHEREAS, pursuant to Ohio Revised Code § 505.871, the Colerain Township Board of Trustees has authority to determine that a motor vehicle, on either public and private property, is a junk motor vehicle as defined in Ohio Revised Code § 505.173, and has the authority to have that vehicle removed from the property; and,

WHEREAS, the Colerain Township Board of Trustees adopted Resolution 36-21, on May 11, 2021, adopting the procedures of Ohio Revised Code § 505.871, to facilitate to the removal of a growing number of junk vehicles throughout the Township, and worked to preserve property values, public health, safety, and morals by eliminating the detrimental effects of junk vehicles; and,

WHEREAS, the Board of Trustees has knowledge of a junk motor vehicle located at
3161 Banning Rd. Cincinnati, OH 45239– Parcel ID 510-0070-0061-00

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Colerain Township, Hamilton County, Ohio, as follows;

1. The Board declares the junk motor vehicle located at **3161 Banning Rd. Cincinnati, OH 45239– Parcel ID 510-0070-0061-00** to be inoperable, extensively damages, and at least three model years old:

    A. **(NO TAG) 2000, White, Ford, Ranger**
    B. **(OHIO) JSJ4489, Blue, Chevrolet, Blazer**
    C. **(OHIO) DWF1995, Brown/White, GMC, Sonoma**

2. The Board shall provide for the removal of said junk motor vehicle from the above listed property, not sooner than fourteen (14) days after the Board serves written notice of its

intention to remove or cause the removal of the vehicle on the owner of the land and any holders of liens of record on the land.

3. The written notice shall contain the following information:

    a. A general description of the vehicle to be removed;

    b. A statement the Board has determined that the vehicle is a junk motor vehicle.

    c. A statement that if the owner of the land fails to remove the vehicle within fourteen days after service of the notice, the board may remove or cause the removal of the vehicle.

    d. A statement that any expenses and/or costs the board incurs in removing or causing the removal of the vehicle may be entered upon the tax duplicate and become a lien upon the land from the date of entry.

    e. A copy of this resolution.

4. The Board shall serve the notice on the property owner, pursuant to the procedure in Colerain Township Resolution 36-21, that a junk vehicle exists on the property and Colerain Township intends to remove, or cause the removal, of the junk motor vehicle.

5. The Board may utilize any lawful means to collect the expenses incurred in removing or causing to removal of the junk motor vehicle as determined by Colerain Township Resolution 36-21.

6. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

7. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days and hereby authorizes the adoption of the Resolution upon its first reading.

8. This resolution shall take effect at the earliest period allowed by law.

Trustee ___________________________ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _________, Mr. Unger_________ and Mr. Wahlert _________

ADOPTED this ________day of _________, 202_.

BOARD OF TRUSTEES:

____
Cathy Ulrich, Trustee

____
Dan Unger, Trustee

____
Matthew Wahlert, Trustee

ATTEST:

____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

____
Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ____ day of ________, 202_.

____
Jeff Baker
Colerain Township Fiscal Officer

PUBLIC SAFETY

Department:	Police
Department Director:	Ed Cordie, Police Chief
Strategic Plan Goal:	Strategic Goal #2: Continue to Provide High Quality Safety Services Strategic Goal #5: Continuously Improve the Operations of the Township Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Motion Authorizing the Township Administrator to enter into a contract with Joseph Toyota for the purchase of two Police vehicles

Recommend approval of all consent items.Recommend ADOPTION of the Motion.

Rationale:

This motion is for the approval of two police vehicles for operations: Buick Enclave and Ford Edge. These purchases are consistent with the capital plan for 2026 and included in the budget.

Date: 05/01/2026

RETAIL BUYER'S ORDER

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller Name and Address
COLERAIN TOWNSHIP BOARD OF TRUSTEES 4200 SPRINGDALE RD CINCINNATI OH 45251	N/A	TOYOTA OF CINCINNATI INC. 9101 COLERAIN AVE. CINCINNATI OH 45251
Email: tmays@colerain.org Phone: (513)332-7400 Cell: (513)332-7400	Email: N/A Phone: N/A Cell: N/A	Salesperson: ROBERT C. HUGHES Deal Number: 56059

THIS BUYER'S ORDER IS FOR THE FOLLOWING: ☐ NEW XX USED ☐ CAR XX TRUCK ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL ☐ RENTAL VEHICLE XX PERSONAL, FAMILY OR HOUSEHOLD ☐ AGRICULTURAL ☐ BUSINESS

TO BE DELIVERED ON OR ABOUT 05/01/2026

Year	Make	Model	Type	Trim	Color	Stock #
2024	FORD TRUCK	EDGE	SEL AWD	SEL	CARBONIZED	92176

VIN 2FMPK4J9XRBA49601

ODOMETER MILEAGE STATEMENT

THE ODOMETER OF THE PURCHASED VEHICLE NOW READS 55278 MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED BELOW.

☐ ODOMETER MILEAGE IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.

TRADE IN RECORD 1

YR. N/A MAKE N/A MODEL N/A TYPE N/A
COLOR N/A TRIM N/A MILEAGE N/A
VIN N/A TRADE-IN ALLOWANCE N/A
TITLE NO. N/A PLATE NO. N/A EXP. DATE N/A
OWNER N/A LOAN # N/A
LIENHOLDER N/A PHONE N/A
ADDRESS N/A SPOKE WITH N/A
PAYOFF AMOUNT N/A GOOD TILL N/A VERIFIED BY N/A

TRADE IN RECORD 2

YR N/A MAKE N/A MODEL N/A TYPE N/A
COLOR N/A TRIM N/A MILEAGE N/A
VIN N/A TRADE-IN ALLOWANCE N/A
TITLE NO. N/A PLATE NO. N/A EXP. DATE N/A
OWNER N/A LOAN # N/A
LIENHOLDER N/A PHONE N/A
ADDRESS N/A SPOKE WITH N/A
PAYOFF AMOUNT N/A GOOD TILL N/A VERIFIED BY N/A

NEGATIVE EQUITY

The balance owed on Buyer's trade-in(s) or lease turn-in(s) of $ N/A is greater than the trade-in allowance(s) offered by Seller. The difference is negative equity of $ N/A. Buyer understands that the Total Balance is increased by the negative equity amount, which Buyer agrees to pay.

☐ DEPOSIT RECEIPT: Seller hereby acknowledges receipt of the sum of $ N/A as a deposit or partial payment for the vehicle described above. If this receipt is for a deposit, Seller will refrain from selling the described vehicle for N/A days. This Deposit: ☐ IS ☐ IS NOT REFUNDABLE, subject to the conditions as follows:
N/A

TERMS OF PAYMENT OF BALANCE DUE:
☐ RETAIL INSTALLMENT SALE CONTRACT
☐ OTHER N/A

The Agreement incorporates by reference the following agreements:
☐ Retail Installment Sale Contract
☐ Arbitration Agreement (if separate from this Agreement)
☐ Limited Warranty
☐ Delivery Summary/Report
☐ Damage Disclosure
☐ Other N/A
☐ Other N/A

PRICE OF VEHICLE	$ 21500	00
OTHER GOODS AND SERVICES:		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
VEHICLE REGISTRATION CONVENIENCE FEE By signing this Agreement, you agree to pay this fee for registration services provided by Seller. You acknowledge that the service is optional, unless required by the secured party.		N/A
TAXABLE PRICE	21500	00
N/A		N/A
N/A		N/A
N/A		N/A
LESS: TRADE IN ALLOWANCE(S)		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
SALES TAX N/A % Tax Base $ 21500.00		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
INSURANCE Describe: N/A		N/A
CASH PRICE OR TRADE DIFFERENCE	21500	00
N/A		N/A
PLUS: TITLE FEE		N/A
PLUS: REGISTRATION FEE		N/A
DOCUMENTARY FEE		N/A
N/A		N/A
N/A		N/A
PLUS: LIEN PAYOFF OR LEASE BALANCE		N/A
TOTAL BALANCE	$ 21500	00
LESS INITIAL PAYMENT/CASH DOWN		N/A
LESS REBATE/FACTORY INCENTIVE		N/A
N/A		N/A
OTHER Describe: N/A		N/A
BALANCE DUE	$ 21500	00

Buyer Initials ________ Co-Buyer Initials ________

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS SELLER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY SELLER ON ITS OWN BEHALF, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY SELLER. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY SELLER OR A SERVICE CONTRACT IS SOLD BY SELLER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

GOVERNING LAW: FEDERAL LAW AND THE LAW OF THE STATE OF OHIO APPLY TO THIS AGREEMENT.

Buyer has read the terms and conditions printed on all pages hereof and agrees to them as a part of this Agreement the same as if it were printed above Buyer's signature. Buyer certifies that Buyer is at least 18 years old, and hereby acknowledges receipt of a copy of this Agreement. This is an Agreement to buy the Vehicle. THIS AGREEMENT IS NOT VALID UNLESS SIGNED AND ACCEPTED BY SELLER OR SELLER'S AUTHORIZED REPRESENTATIVE.

REMARKS
N/A

JURY WAIVER: THE BUYER AND SELLER WAIVE AND REJECT THE RIGHT UNDER FEDERAL AND STATE LAW TO A TRIAL BY JURY FOR ANY CLAIM.

RIGHT TO CANCEL - If Buyer and Co-buyer sign here, the provisions of the Right to Cancel section on page 3, which gives you and Seller the right to cancel if Seller is unable to assign a Retail Installment Sale Contract signed with this Agreement within 10 days from the date of this Agreement, will apply.

Buyer Signs X ____________________ **Co-Buyer Signs X** ____________________

Buyer agrees that this Agreement includes all of the terms and conditions on all pages of this agreement hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, together with any agreements incorporated by reference, as checked on page 1, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that Buyer has read and agrees to its terms and has received a true copy of this Agreement.

BUYER SIGNS X ____________________ **DATE** __________

CO-BUYER SIGNS X ____________________ **DATE** __________

MANAGER'S APPROVAL
(Must Be Accepted By An Authorized Representative of the Seller)

X ____________________ **DATE** __________

ADDITIONAL TERMS AND CONDITIONS

1. These definitions apply to this Agreement:
"Agreement" means this retail buyer's order.

"Buyer" "you" and "your" means the party or parties executing this Agreement as such.
"Manufacturer" means the manufacturer of the Vehicle.
"Seller" "we" and "us" means the Seller named on page 1 of this Agreement.
"Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Seller.
"Vehicle" is the vehicle or chassis that is the subject of this Agreement.

Seller is not the Manufacturer's agent. Buyer and Seller are the sole parties to this Agreement. References in this Agreement to Manufacturer are for the purpose of describing certain contractual relationships between the Manufacturer and Seller relating to new vehicles.

2. The Manufacturer may change the price of new vehicles without notice. If the Manufacturer changes the price of the new vehicle of the series and body type of the Vehicle before Seller delivers it to Buyer, Seller may change the price of the Vehicle to Buyer as the law allows. If Seller changes the price of the Vehicle, Buyer may cancel this Agreement and Seller shall return the Trade-in to Buyer if the Trade-in remains available. Buyer agrees to pay Seller reasonable repair charges. If Seller has already sold the Trade-in, the Seller will pay the Buyer the proceeds of the sale less any reasonable expenses incurred in connection with preparing or reconditioning the Trade-in for sale and any prior credit balance paid by Seller to a prior lienholder on behalf of Buyer. If the vehicle was a lease turn-in and Seller has already paid the prior lease balance, Buyer will owe Seller the amount paid on Buyer's behalf. If the prior credit or lease balance exceeds the proceeds of sale (less expenses), you will owe Seller the excess amount upon request.

3. The Trade-in shall be appraised or re-appraised at the time it is delivered to Seller. The appraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, Buyer may cancel this Agreement. Buyer must exercise Buyer's right to cancel upon a change in the appraised value before Seller delivers the Vehicle to Buyer and Buyer surrenders the Trade-in to Seller.

4. Buyer shall give Seller the certificate of title or satisfactory evidence of title to any Trade-in upon delivery to Seller. Buyer warrants any Trade-in to be Buyer's property, free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title, been reconstructed, rebuilt, flooded or had major mechanical damage that caused the reconstruction of the Trade-in. Buyer represents that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in and that all emission control equipment on the vehicle has not been tampered with and is operational. Buyer authorizes Seller to rely on this representation in entering into this Agreement. If Buyer provides false information related to the Trade-in Buyer agrees to repurchase the Trade-in for the full allowance given to Buyer plus all costs incurred by Seller in resolving the matter including but not limited to reconditioning costs, legal fees, court and collection costs.

5. Except as permitted under **Sections 2** or **3** above, if Buyer fails or refuses to accept delivery of the Vehicle or comply with this Agreement, without limiting any other rights Seller may have, Seller may reimburse itself for any expenses and losses it incurs or suffers as a result of Buyer's failure or refusal to comply with this Agreement, including, without limitation, reasonable attorney's fees. Seller isn't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond Seller's control or without Seller's fault or negligence.

6. The Vehicle price doesn't include sales taxes, use taxes or other taxes (federal, state or local) unless expressly so stated. Buyer agrees to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.

7. If this Agreement shows a charge for credit insurance, this paragraph applies. The credit insurance provisions in any retail installment sale contract Buyer may sign related to this Agreement will apply. If such credit insurance is wholly or partially unavailable under the designated policy, Seller will deduct the applicable part of the credit insurance charge shown in this Agreement and the related finance charge from the total time balance. If such credit insurance does not become effective, Seller will notify Buyer. This Agreement and any related retail installment sale contract Buyer may sign shall otherwise remain fully effective, to the extent provided by applicable law.

8. Buyer agrees to sign such agreements or documents as Seller may reasonably require to effect the transfer of title, the terms and conditions of payment shown in this Agreement and to otherwise carry out the intent of this Agreement.

9. If there is a balance due, and Buyer will obtain financing from a third party, this paragraph applies. Buyer's obligation to buy and Seller's obligation to sell the Vehicle are expressly conditioned upon Buyer obtaining financing for the balance due. Buyer has three business days from the date of this Agreement to obtain such financing. If Buyer fails to obtain financing, this Agreement is canceled and Seller has no obligation to sell Buyer the Vehicle.

10. If Buyer pays Seller with a check that is dishonored or other payment (credit card, debit card, electronic) that is unpaid for any reason, Seller may, in its sole discretion, declare this Agreement null and void and retake the Vehicle and/or make claims against Buyer on the check. In addition, Buyer will pay Seller a returned check charge of $20 for any check Buyer gives that is dishonored and any costs incurred by Seller to recover the Vehicle.

11. Buyer may arrange financing through Seller or a finance source of Buyer's choosing. Buyer may be able to obtain more favorable financing from a third party. Buyer understands the annual percentage rate (APR) quoted by Seller may be negotiable. If this Agreement shows that any part of the transaction is to be financed, Seller may assist in submitting credit applications to third parties, for which Buyer grants permission. Seller will not lend Buyer money or finance this transaction regardless of any notation to the contrary on any document. No agent, employee or manager of Seller may change this policy.

12. In the event that any of the terms and conditions of this Agreement are inconsistent with the terms and conditions of any retail installment sale contract between Buyer and Seller, the terms of such retail installment sale contract shall apply. Each provision of this Agreement shall be severable. If any part of this Agreement is deemed or found to be unenforceable for any reason, the rest shall remain enforceable.

13. **Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.**

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

14. **IT IS BUYER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** By signing this agreement, except as otherwise provided in Seller's Right to Cancel, Buyer covenants and agrees that Buyer has obtained, or will obtain insurance on the Vehicle, before the Vehicle is driven by anyone.

15. Buyer agrees that Seller may try to contact Buyer in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems for servicing and collection, but not marketing, as the law allows. Buyer also agrees that Seller may try to contact Buyer in those and other ways at any address or telephone number Buyer provides Seller, even if the telephone number is a cell phone number or the contact results in a charge to Buyer.

Right to Cancel (applies if Buyer(s) signs RIGHT TO CANCEL on page 2)

a. Seller agrees to deliver the Vehicle to you on the date the Retail Installment Sale Contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit, locate financing for you on the exact terms shown on page 2 of the Retail Installment Sale Contract, and assign the Retail Installment Sale Contract to a financial institution. You agree that Seller has the number of days stated on page 2 of this Agreement and the Retail Installment Sale Contract to assign the Retail Installment Sale Contract. You agree that if Seller is unable to assign the Retail Installment Sale Contract within this time period to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, you or Seller may cancel the Retail Installment Sale Contract. The right to cancel the Retail Installment Sale Contract ends upon assignment of the Retail Installment Sale Contract or the end of the stated time period.

b. If Seller elects to cancel per Paragraph a. above, Seller will give you written notice (or in any other manner in which actual notice is given to you).

c. Upon receipt of the notice of cancellation or if you cancel the Retail Installment Sale Contract, you must return the Vehicle to Seller immediately in the same condition as when sold other than reasonable wear for the time you had it. Except as described below, Seller must give you back all consideration Seller has received from you in connection with the Retail Installment Sale Contract. If Seller has already sold the Trade-in, Seller will pay the Buyer the proceeds of the sale less any reasonable expenses incurred in connection with preparing or reconditioning the Trade-in for sale and any prior credit or lease balance paid by Seller to a prior lienholder or lessor on behalf of Buyer.

d. If you do not return the Vehicle immediately after receipt of the notice of cancellation or upon your cancellation, you agree that Seller may use any lawful means to take it back (including repossession if done peacefully) and you will be liable for all expenses incurred by Seller in taking the Vehicle from you.

e. While the Vehicle is in your possession, all terms of the Retail Installment Sale Contract, including those relating to use of the Vehicle and insurance for the Vehicle, are in full force and you assume all risk of loss or damage to the Vehicle. You must pay all reasonable costs for repair of any damage done to the Vehicle while the Vehicle is in your possession. Seller may deduct from any consideration due to you under paragraph c. above Seller's reasonable costs to repair the Vehicle. If you or Seller cancels the Retail Installment Sale Contract, the terms of this Seller's Right to Cancel provision (including those on page 2 of this Order and Agreement and as provided in the Retail Installment Sale Contract) remain in effect even after you no longer have possession of the Vehicle.

Buyer Initials ________ Co-Buyer Initials ________

Date: 05/01/2026

RETAIL BUYER'S ORDER

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller Name and Address
COLERAIN TOWNSHIP BOARD OF TRUSTEES 4200 SPRINGDALE RD CINCINNATI OH 45251	N/A	TOYOTA OF CINCINNATI INC. 9101 COLERAIN AVE. CINCINNATI OH 45251
Email: tmays@colerain.org Phone: (513)332-7400 Cell: (513)332-7400	Email: N/A Phone: N/A Cell: N/A	Salesperson: ROBERT C. HUGHES Deal Number: 56058

THIS BUYER'S ORDER IS FOR THE FOLLOWING: ☐ NEW XX USED ☐ CAR XX TRUCK ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL ☐ RENTAL VEHICLE XX PERSONAL, FAMILY OR HOUSEHOLD ☐ AGRICULTURAL ☐ BUSINESS

TO BE DELIVERED ON OR ABOUT 05/01/2026

Year	Make	Model	Type	Trim	Color	Stock #
2023	BUICK	ENCLAVE	AWD 4DR ES	ESSENCE		92103

VIN 5GAEVAKW9PJ228213

ODOMETER MILEAGE STATEMENT

THE ODOMETER OF THE PURCHASED VEHICLE NOW READS 28006 MILES/KILOMETERS AND IS ACCURATE UNLESS CHECKED BELOW.

☐ ODOMETER MILEAGE IS NOT ACCURATE. REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE.

TRADE IN RECORD 1

YR. N/A MAKE N/A MODEL N/A TYPE N/A
COLOR N/A TRIM N/A MILEAGE N/A
VIN N/A TRADE-IN ALLOWANCE N/A
TITLE NO. N/A PLATE NO. N/A EXP. DATE N/A
OWNER N/A LOAN # N/A
LIENHOLDER N/A PHONE N/A
ADDRESS N/A SPOKE WITH N/A
PAYOFF AMOUNT N/A GOOD TILL N/A VERIFIED BY N/A

TRADE IN RECORD 2

YR N/A MAKE N/A MODEL N/A TYPE N/A
COLOR N/A TRIM N/A MILEAGE N/A
VIN N/A TRADE-IN ALLOWANCE N/A
TITLE NO. N/A PLATE NO. N/A EXP. DATE N/A
OWNER N/A LOAN # N/A
LIENHOLDER N/A PHONE N/A
ADDRESS N/A SPOKE WITH N/A
PAYOFF AMOUNT N/A GOOD TILL N/A VERIFIED BY N/A

NEGATIVE EQUITY

The balance owed on Buyer's trade-in(s) or lease turn-in(s) of $ N/A is greater than the trade-in allowance(s) offered by Seller. The difference is negative equity of $ N/A. Buyer understands that the Total Balance is increased by the negative equity amount, which Buyer agrees to pay.

☐ DEPOSIT RECEIPT: Seller hereby acknowledges receipt of the sum of $ N/A as a deposit or partial payment for the vehicle described above. If this receipt is for a deposit, Seller will refrain from selling the described vehicle for N/A days. This Deposit: ☐ IS ☐ IS NOT REFUNDABLE, subject to the conditions as follows:
N/A

TERMS OF PAYMENT OF BALANCE DUE:
☐ RETAIL INSTALLMENT SALE CONTRACT
☐ OTHER N/A

The Agreement incorporates by reference the following agreements:

☐ Retail Installment Sale Contract
☐ Arbitration Agreement (if separate from this Agreement)
☐ Limited Warranty
☐ Delivery Summary/Report
☐ Damage Disclosure
☐ Other N/A
☐ Other N/A

PRICE OF VEHICLE	$ 33000	00
OTHER GOODS AND SERVICES:		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
VEHICLE REGISTRATION CONVENIENCE FEE By signing this Agreement, you agree to pay this fee for registration services provided by Seller. You acknowledge that the service is optional, unless required by the secured party.		N/A
TAXABLE PRICE	33000	00
N/A		N/A
N/A		N/A
N/A		N/A
LESS: TRADE IN ALLOWANCE(S)		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
SALES TAX N/A % Tax Base $ 33000.00		N/A
N/A		N/A
N/A		N/A
N/A		N/A
N/A		N/A
INSURANCE Describe: N/A		N/A
CASH PRICE OR TRADE DIFFERENCE	33000	00
N/A		N/A
PLUS: TITLE FEE		N/A
PLUS: REGISTRATION FEE		N/A
DOCUMENTARY FEE		N/A
N/A		N/A
N/A		N/A
PLUS: LIEN PAYOFF OR LEASE BALANCE		N/A
TOTAL BALANCE	$ 33000	00
LESS INITIAL PAYMENT/CASH DOWN		N/A
LESS REBATE/FACTORY INCENTIVE		N/A
N/A		N/A
OTHER Describe: N/A		N/A
BALANCE DUE	$ 33000	00

Buyer Initials ________ Co-Buyer Initials ________ Page 1 of 3

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS SELLER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY SELLER ON ITS OWN BEHALF, SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY SELLER. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY SELLER OR A SERVICE CONTRACT IS SOLD BY SELLER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

GOVERNING LAW: FEDERAL LAW AND THE LAW OF THE STATE OF OHIO APPLY TO THIS AGREEMENT.

Buyer has read the terms and conditions printed on all pages hereof and agrees to them as a part of this Agreement the same as if it were printed above Buyer's signature. Buyer certifies that Buyer is at least 18 years old, and hereby acknowledges receipt of a copy of this Agreement. This is an Agreement to buy the Vehicle. THIS AGREEMENT IS NOT VALID UNLESS SIGNED AND ACCEPTED BY SELLER OR SELLER'S AUTHORIZED REPRESENTATIVE.

REMARKS

N/A

JURY WAIVER: THE BUYER AND SELLER WAIVE AND REJECT THE RIGHT UNDER FEDERAL AND STATE LAW TO A TRIAL BY JURY FOR ANY CLAIM.

RIGHT TO CANCEL - If Buyer and Co-buyer sign here, the provisions of the Right to Cancel section on page 3, which gives you and Seller the right to cancel if Seller is unable to assign a Retail Installment Sale Contract signed with this Agreement within 10 days from the date of this Agreement, will apply.

Buyer Signs X ____________________ **Co-Buyer Signs X** ____________________

Buyer agrees that this Agreement includes all of the terms and conditions on all pages of this agreement hereof, that this Agreement cancels and supersedes any prior agreement including oral agreements, and as of the date below comprises, together with any agreements incorporated by reference, as checked on page 1, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that Buyer has read and agrees to its terms and has received a true copy of this Agreement.

BUYER SIGNS X ____________________ **DATE** __________

CO-BUYER SIGNS X ____________________ **DATE** __________

MANAGER'S APPROVAL
(Must Be Accepted By An Authorized Representative of the Seller)

X ____________________ **DATE** __________

ADDITIONAL TERMS AND CONDITIONS

1. These definitions apply to this Agreement:
"Agreement" means this retail buyer's order.

"Buyer" "you" and "your" means the party or parties executing this Agreement as such.
"Manufacturer" means the manufacturer of the Vehicle.
"Seller" "we" and "us" means the Seller named on page 1 of this Agreement.
"Trade-in" is the used vehicle that Buyer intends to use as part of the consideration for the purchase price of the Vehicle or otherwise is to be transferred to Seller.
"Vehicle" is the vehicle or chassis that is the subject of this Agreement.

Seller is not the Manufacturer's agent. Buyer and Seller are the sole parties to this Agreement. References in this Agreement to Manufacturer are for the purpose of describing certain contractual relationships between the Manufacturer and Seller relating to new vehicles.

2. The Manufacturer may change the price of new vehicles without notice. If the Manufacturer changes the price of the new vehicle of the series and body type of the Vehicle before Seller delivers it to Buyer, Seller may change the price of the Vehicle to Buyer as the law allows. If Seller changes the price of the Vehicle, Buyer may cancel this Agreement and Seller shall return the Trade-in to Buyer if the Trade-in remains available. Buyer agrees to pay Seller reasonable repair charges. If Seller has already sold the Trade-in, the Seller will pay the Buyer the proceeds of the sale less any reasonable expenses incurred in connection with preparing or reconditioning the Trade-in for sale and any prior credit balance paid by Seller to a prior lienholder on behalf of Buyer. If the vehicle was a lease turn-in and Seller has already paid the prior lease balance, Buyer will owe Seller the amount paid on Buyer's behalf. If the prior credit or lease balance exceeds the proceeds of sale (less expenses), you will owe Seller the excess amount upon request.

3. The Trade-in shall be appraised or re-appraised at the time it is delivered to Seller. The appraised value will be the allowance for the Trade-in. If the reappraised value is lower than the amount shown in this Agreement, Buyer may cancel this Agreement. Buyer must exercise Buyer's right to cancel upon a change in the appraised value before Seller delivers the Vehicle to Buyer and Buyer surrenders the Trade-in to Seller.

4. Buyer shall give Seller the certificate of title or satisfactory evidence of title to any Trade-in upon delivery to Seller. Buyer warrants any Trade-in to be Buyer's property, free and clear of all liens and encumbrances unless otherwise noted in this Agreement, and that the Trade-in has never had a salvage or "branded" title, been reconstructed, rebuilt, flooded or had major mechanical damage that caused the reconstruction of the Trade-in. Buyer represents that the Trade-in's mileage shown in this Agreement is the actual mileage on the Trade-in and that all emission control equipment on the vehicle has not been tampered with and is operational. Buyer authorizes Seller to rely on this representation in entering into this Agreement. If Buyer provides false information related to the Trade-in Buyer agrees to repurchase the Trade-in for the full allowance given to Buyer plus all costs incurred by Seller in resolving the matter including but not limited to reconditioning costs, legal fees, court and collection costs.

5. Except as permitted under **Sections 2** or **3** above, if Buyer fails or refuses to accept delivery of the Vehicle or comply with this Agreement, without limiting any other rights Seller may have, Seller may reimburse itself for any expenses and losses it incurs or suffers as a result of Buyer's failure or refusal to comply with this Agreement, including, without limitation, reasonable attorney's fees. Seller isn't liable for failure to deliver or delay in delivering the Vehicle where such failure or delay is due, in whole or in part, to any cause beyond Seller's control or without Seller's fault or negligence.

6. The Vehicle price doesn't include sales taxes, use taxes or other taxes (federal, state or local) unless expressly so stated. Buyer agrees to pay, unless prohibited by law, any such taxes imposed on or that apply to the transaction reflected by this Agreement, regardless of who has primary liability for the tax.

7. If this Agreement shows a charge for credit insurance, this paragraph applies. The credit insurance provisions in any retail installment sale contract Buyer may sign related to this Agreement will apply. If such credit insurance is wholly or partially unavailable under the designated policy, Seller will deduct the applicable part of the credit insurance charge shown in this Agreement and the related finance charge from the total time balance. If such credit insurance does not become effective, Seller will notify Buyer. This Agreement and any related retail installment sale contract Buyer may sign shall otherwise remain fully effective, to the extent provided by applicable law.

8. Buyer agrees to sign such agreements or documents as Seller may reasonably require to effect the transfer of title, the terms and conditions of payment shown in this Agreement and to otherwise carry out the intent of this Agreement.

9. If there is a balance due, and Buyer will obtain financing from a third party, this paragraph applies. Buyer's obligation to buy and Seller's obligation to sell the Vehicle are expressly conditioned upon Buyer obtaining financing for the balance due. Buyer has three business days from the date of this Agreement to obtain such financing. If Buyer fails to obtain financing, this Agreement is canceled and Seller has no obligation to sell Buyer the Vehicle.

10. If Buyer pays Seller with a check that is dishonored or other payment (credit card, debit card, electronic) that is unpaid for any reason, Seller may, in its sole discretion, declare this Agreement null and void and retake the Vehicle and/or make claims against Buyer on the check. In addition, Buyer will pay Seller a returned check charge of $20 for any check Buyer gives that is dishonored and any costs incurred by Seller to recover the Vehicle.

11. Buyer may arrange financing through Seller or a finance source of Buyer's choosing. Buyer may be able to obtain more favorable financing from a third party. Buyer understands the annual percentage rate (APR) quoted by Seller may be negotiable. If this Agreement shows that any part of the transaction is to be financed, Seller may assist in submitting credit applications to third parties, for which Buyer grants permission. Seller will not lend Buyer money or finance this transaction regardless of any notation to the contrary on any document. No agent, employee or manager of Seller may change this policy.

12. In the event that any of the terms and conditions of this Agreement are inconsistent with the terms and conditions of any retail installment sale contract between Buyer and Seller, the terms of such retail installment sale contract shall apply. Each provision of this Agreement shall be severable. If any part of this Agreement is deemed or found to be unenforceable for any reason, the rest shall remain enforceable.

13. **Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.**

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

14. **IT IS BUYER'S RESPONSIBILITY TO OBTAIN INSURANCE ON THE VEHICLE.** By signing this agreement, except as otherwise provided in Seller's Right to Cancel, Buyer covenants and agrees that Buyer has obtained, or will obtain insurance on the Vehicle, before the Vehicle is driven by anyone.

15. Buyer agrees that Seller may try to contact Buyer in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems for servicing and collection, but not marketing, as the law allows. Buyer also agrees that Seller may try to contact Buyer in those and other ways at any address or telephone number Buyer provides Seller, even if the telephone number is a cell phone number or the contact results in a charge to Buyer.

Right to Cancel (applies if Buyer(s) signs RIGHT TO CANCEL on page 2)

a. Seller agrees to deliver the Vehicle to you on the date the Retail Installment Sale Contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit, locate financing for you on the exact terms shown on page 2 of the Retail Installment Sale Contract, and assign the Retail Installment Sale Contract to a financial institution. You agree that Seller has the number of days stated on page 2 of this Agreement and the Retail Installment Sale Contract to assign the Retail Installment Sale Contract. You agree that if Seller is unable to assign the Retail Installment Sale Contract within this time period to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, you or Seller may cancel the Retail Installment Sale Contract. The right to cancel the Retail Installment Sale Contract ends upon assignment of the Retail Installment Sale Contract or the end of the stated time period.

b. If Seller elects to cancel per Paragraph a. above, Seller will give you written notice (or in any other manner in which actual notice is given to you).

c. Upon receipt of the notice of cancellation or if you cancel the Retail Installment Sale Contract, you must return the Vehicle to Seller immediately in the same condition as when sold other than reasonable wear for the time you had it. Except as described below, Seller must give you back all consideration Seller has received from you in connection with the Retail Installment Sale Contract. If Seller has already sold the Trade-in, Seller will pay the Buyer the proceeds of the sale less any reasonable expenses incurred in connection with preparing or reconditioning the Trade-in for sale and any prior credit or lease balance paid by Seller to a prior lienholder or lessor on behalf of Buyer.

d. If you do not return the Vehicle immediately after receipt of the notice of cancellation or upon your cancellation, you agree that Seller may use any lawful means to take it back (including repossession if done peacefully) and you will be liable for all expenses incurred by Seller in taking the Vehicle from you.

e. While the Vehicle is in your possession, all terms of the Retail Installment Sale Contract, including those relating to use of the Vehicle and insurance for the Vehicle, are in full force and you assume all risk of loss or damage to the Vehicle. You must pay all reasonable costs for repair of any damage done to the Vehicle while the Vehicle is in your possession. Seller may deduct from any consideration due to you under paragraph c. above Seller's reasonable costs to repair the Vehicle. If you or Seller cancels the Retail Installment Sale Contract, the terms of this Seller's Right to Cancel provision (including those on page 2 of this Order and Agreement and as provided in the Retail Installment Sale Contract) remain in effect even after you no longer have possession of the Vehicle.

Buyer Initials ________ Co-Buyer Initials ________

ADMINISTRATION

Department:	Administration
Department Director:	Tiphanie Mays, Assistant Administrator
Strategic Plan Goal:	Strategic Goal #5: Continuously Improve the Operations of the Township

Motion authorizing the Township Administrator to execute a natural gas aggregation agreement at or below Duke's Gas Cost at the time of execution for a period not to exceed twenty-four (24)-months

Recommend ADOPTION of the Motion.

Rationale:

As with past aggregation renewals, the final contract will not be prepared until the rates are set. The market moves daily and the Township needs the flexibility to sign the agreement when rates reach their lowest. This motion would allow the Administrator to sign a contract with a rate lower than Duke's rateat the time the contract is executed. The final agreement will be brought back to a future Trustee meeting as a consent agenda item.

The contract will maintain the ability for residents to opt out without penalty.

MEMORANDUM

TO: Natural Gas Aggregation Partners
FROM: Rich Surace, COO, Energy Alliances
DATE: April 23, 2026
RE: Natural Gas Aggregation Renewal – *ACTION NEEDED*

Executive Summary

Duke Energy Ohio has changed how it prices natural gas for customers who stay with Duke instead of shopping with a third-party supplier. The new method is more transparent but includes a significant component that increases Duke's overall price.

Because of this change, community aggregation programs now have stronger potential to save money. We recommend that communities begin seeking approval **as early as your May meetings** to authorize a designee to negotiate a natural gas supply contract **if the price is better than Duke's "Gas Cost" rate**.

What Changed at Duke Energy

In the past, Duke Energy Ohio used a pricing method that was difficult to understand and did not clearly track market prices. Sometimes customers benefited from it; other times they did not.

Effective April 1, 2026, Duke switched to a new pricing approach called the Standard Service Offer (SSO). This new method is designed to reflect market prices more clearly and consistently.

How Duke Now Sets Its Gas Price

Under the new SSO method, Duke's monthly natural gas price has two parts:

1. **Market Price of Natural Gas**
   This comes from the national wholesale market (NYMEX) and changes every month.

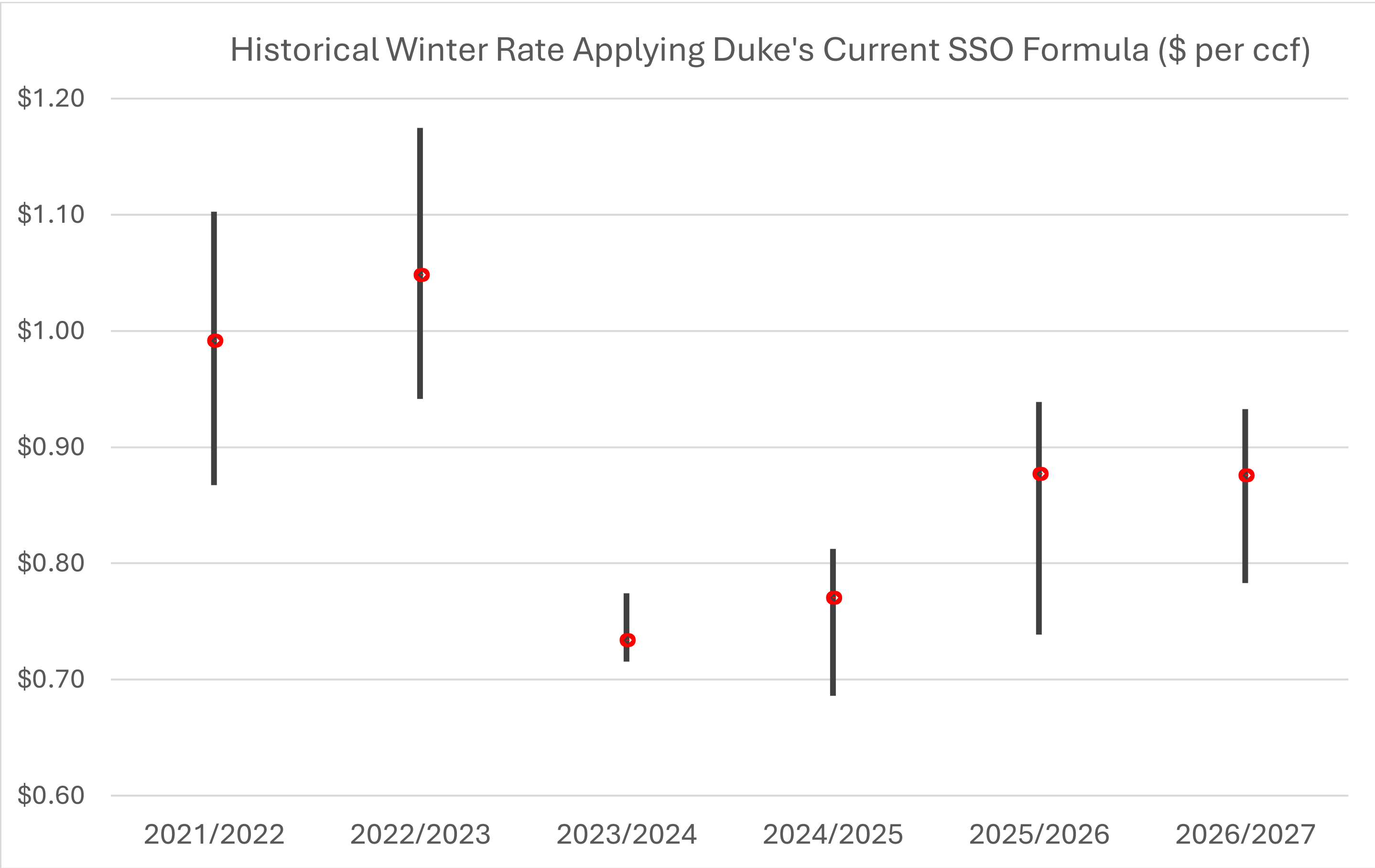
2. **Fixed Duke Charge**
   Duke adds a fixed charge to every unit of gas to cover supplier costs.
   - For April 2026 through March 2027, this charge equals about $0.42 per ccf on customer bills.

Duke's Gas Price = Market Price + Fixed Charge

This fixed charge raises Duke's overall price and creates a clearer benchmark for comparing aggregation offers.

Why This Is Good News for Aggregation

We analyzed what Duke's new pricing method would have looked like if the retail adder had been applied to past market prices.



The results show:

- Duke's new fixed charge noticeably increases its total gas price.
- Current market prices are below Duke's projected cost.
- This improves confidence that aggregation programs can deliver savings.

In short, Duke's new approach reduces uncertainty and strengthens the case for aggregation compared to recent years.

Recommendation – Action Required

Starting with May meetings, if possible, we recommend that communities seek approval to:

- Allow a designee to sign a natural gas contract with a supplier to be determined **only if the price does not exceed Duke Energy Ohio's default "Gas Cost" at the time of signing for a term not to exceed 24 months.**

Important Points

- A contract will only be executed if pricing is clearly favorable.
- Communities that approve earlier have a better chance to be grouped with others, which can improve pricing.

Why Timing Matters

Natural gas prices change quickly. Having approval in place allows Energy Alliances to act when market conditions are favorable, rather than missing opportunities while waiting for future meeting approvals.

More information on Duke's Standard Service Offer can be found here:
https://www.duke-energy.com/info/sso-gas-rates

ADMINISTRATION

Department:	Administration
Department Director:	Tiphanie Mays, Assistant Administrator
Strategic Plan Goal:	Strategic Goal #6: Make Progress on Deferred Maintenance and Reposition Existing Assets

Resolution to Prepare and Submit an Application for a Metro Transportation Infrastructure Fund Grant and to Execute Contracts as Required
Recommend ADOPTION of the Motion.

Rationale:
The Metro Transit Authority offers an infrastructure improvement grant to aid in funding eligible projects. Colerain Township is preparing a grant application to install and extend sidewalks on Springdale Road between Poole Road and Yellowwood.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m. on the _____ day of May, 2026, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, OH 45251, with the following members present:

Cathy Ulrich, Dan Unger, Matthew Wahlert

Mr./Ms. ______________________ introduced the following Resolution and moved its adoption:

RESOLUTION NO. _____-26

RESOLUTION AUTHORIZING COLERAIN TOWNSHIP TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE METRO TRANSIT INFRASTRUCTURE FUND PROGRAM AND TO EXECUTE CONTRACTS AS REQUIRED

WHEREAS, the Metro Transit Infrastructure Fund Program provides funding for the general construction or maintenance of roads or bridges and related facilities involved in the provision of service by the regional transit authority; and

WHEREAS, the Board of Trustees of Colerain Township, Hamilton County, Ohio, is planning to make capital improvements to Springdale Road through the improvements of sidewalk and alternative transportation infrastructure; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the Metro Transit Infrastructure Fund which is in the best interest of the Township and will improve the health, safety, and general welfare of its residents and those who work and visit the Township;

NOW, THEREFORE, BE IT RESOLVED, the Board of Trustees of Colerain Township, Hamilton County, Ohio, hereby agree to:

1. Authorize Jeff Weckbach, Township Administrator of Colerain Township, to apply to the Metro Transit Authority for the funds as described above.

2. Authorize Jeff Weckbach, Township Administrator of Colerain Township, to enter into any agreements and/or execute any documents with the Transit Authority as may be necessary and appropriate for obtaining this financial assistance.

3. That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of the Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

4. That the Board by a majority vote hereby dispenses with the requirement that this Resolution be read on two separate days, pursuant to §504.10 of the Ohio Revised Code, and hereby authorizes the adoption of the Resolution upon its first reading.

5. This Resolution shall take effect on the earliest date permitted by law.

Mr./Ms. ____________________ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Ms. Ulrich _____, Mr. Unger _____, Mr. Wahlert _____

ADOPTED this _____ day of May, 2026.

BOARD OF TRUSTEES:

____
Cathy Ulrich

____
Dan Unger

____
Matt Wahlert

ATTEST:

____
Jeff Baker
Colerain Township Fiscal Officer

Resolution prepared by and approved as to form:

____
Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this _____ day of May, 2026.

____
Jeff Baker
Colerain Township Fiscal Officer

ADMINISTRATION

Department:	Administration
Department Director:	Jeff McElravy, Assistant Administrator
Strategic Plan Goal:	Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Resolution Authorizing the Adoption of Amended Appropriations
Recommend ADOPTION of the Resolution.

Rationale:
This Amendment would increase appropriations in Fund 2903 (TIF- Colerain Towne Center/Rumpke) from $212,000 to $563,751, to align appropriations with collections and the Township's obligations to the trustee for the bonds on the project.

The Board of Trustees of Colerain Township, County of Hamilton, State of Ohio, met in regular session at _____ p.m., on the __ day of May 2026, at the Colerain Township Administration Building, 4200 Springdale Road, Cincinnati, Ohio 45251, with the following members present:

Mrs. Cathy Ulrich, Mr. Daniel Unger, Mr. Wahlert

Trustee ______________________ introduced the following resolution and moved its adoption:

RESOLUTION NO. _____ - 26

RESOLUTION AUTHORIZING THE ADOPTION OF AMENDED APPROPRIATIONS FOR THE YEAR 2026

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Colerain Township, Hamilton County, Ohio, does hereby agree to:

Section 1: Authorize the Colerain Township Fiscal Officer to prepare and submit a schedule of "Permanent Appropriations" for the year ending December 31, 2026, to the Hamilton County Budget Commission, as follows:

Fund	Fund Name	2026 Permanent Appropriations
1000	General	6,910,060
2011	Motor Vehicle License Tax	379,630
2021	Gasoline Tax	1,464,298
2031	Road and Bridge	1,868,632
2081	Police District	14,037,730
2111	Fire District	17,965,861
2181	Zoning	630,917
2231	Permissive Motor Vehicle License Tax	796,881
2261	Law Enforcement Trust	227,500
2271	Enforcement and Education	2,000
2281	Ambulance And Emergency Medical Services	1,795,491
2401	Special Assessment - Lighting Districts	175,213
2402	CDBG Sidewalk Maintenance Fund	30,000
2901	TIF - Kroger	350,100
2902	Recycling Incentive	129,178
2903	TIF - Colerain Towne Center	563,751
2904	TIF - Duke	205,000
2905	TIF - Northridge	157,000
2907	TIF – Dunlap Grove	130,000
2908	CDBG Com Dev Block Grant	100,000
2909	One Ohio Opioid Settlement	60,000
2910	TIF – Zillig	49,002
2911	Parks & Services	1,387,664
2912	Community Center	298,782
2913	TIF - Abbeytown	202,660
2914	TIF - Hunters Ridge	44,900

2915	TIF - Lake Gloria	323,150
2916	TIF - Crosley Meadows	186,800
2917	TIF - Copper Creek	42,800
3101	General (bond) (note) Retirement	733,750
4101	Fire Bonds	2,148,467
6001	Self-Insurance Fund	2,541,016

Trustee ______________________________ seconded the Resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

Vote Record: Mrs. Ulrich _______, Mr. Unger _______, Mr. Wahlert _______,

ADOPTED this ______ day of May 2026.

BOARD OF TRUSTEES:

____
Cathy Ulrich, Trustee

____
Daniel Unger, Trustee

____
Matthew Wahlert, Trustee

ATTEST:

____
Jeff Baker,
Fiscal Officer

Resolution prepared by and approved as to form:

____
Brodi Conover
Colerain Township Law Director

AUTHENTICATION

This is to certify that this Resolution was duly passed and filed with the Colerain Township Fiscal Officer this ___ day of May 2026. I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

____
Jeff Baker,
Colerain Township Fiscal Officer

ADMINISTRATION

Department:	Administration
Department Director:	Cynthia Miller
Strategic Plan Goal:	Strategic Goal #1: Chart a Pathway to Long-Term Financial Stability

Motion to Set a Public Hearing - 2027 Tax Budget
Recommend ADOPTION of the Motion.

Rationale:
The first step in the 2027 Strategic Planning and Budgeting process is the adoption of a tax budget for the year. A public hearing is the first step in that process. Staff recommends that the Board of Trustees hold a public hearing at its regular meeting on June 9, 2026, at 6PM in Trustee Chambers, 4200 Springdale Road.

CONSENT ITEMS

Department:	Administration
Department Director:	Cynthia Miller
Strategic Plan Goal:	Strategic Goal #5: Continuously Improve the Operations of the Township

Wage Adjustment - Lisa White - Accounting Specialist - $30.44/hour
Recommend approval of all consent items.

Rationale:
The finance department has reviewed the wages for the Accounting Specialist and there is a significant gap between the employees. Lisa has performed exceptionally well and has scored outstanding in her performance evaluations. The staff recommendation is to increase her rate to $30.44 per hour. The increase will go into effect on 7/5/26, Lisa's anniversary date.

CONSENT ITEMS

Department:	Police
Department Director:	Ed Cordie, Police Chief
Strategic Plan Goal:	Strategic Goal #2: Continue to Provide High Quality Safety Services

New Hire - Police Clerk - Police Department - Ellie C. Backscheider - $28.00
Recommend approval of all consent items.

Rationale:
The position of Police Clerk was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Ellie C. Backscheider.

The wage for this job is $28.00 per hour for 40 hours per week. Contingent upon Board approval, she would be eligible to begin work on May 24, 2026.

CONSENT ITEMS

Department:	Fire
Department Director:	Allen Walls, Fire Chief
Strategic Plan Goal:	Strategic Goal #2: Continue to Provide High Quality Safety Services

New Hire - Part-Time Co-op Fleet Maintenance Student - Department of Fire and EMS - Conner Barlow - $15.00 per hour

Recommend approval of all consent items.

Rationale:

The position of Part-Time Co-op Fleet Maintenance Student was posted, applications were received, and interviews were conducted. A conditional offer of employment was extended to the following individual: Conner Barlow.

The wage for this job is $15.00 per hour, not to exceed 30 hours per week. Contingent upon Board approval, Conner would be eligible to begin work on May 26, 2026.

CONSENT ITEMS

Department:	Public Services
Department Director:	Tiphanie Mays, Assistant Administrator
Strategic Plan Goal:	Strategic Goal #5: Continuously Improve the Operations of the Township

Contract - Cintas - Public Services Uniforms - $Varies - May 2029
Recommend approval of all consent items.

Rationale:
The previous contract for Public Services uniforms has expired. This contract will replace the expired contract at better terms.

Workplace Solutions (001299)
Cooperative Acceptance Agreement

CINTAS
READY FOR THE WORKDAY®

Location #:
Contract #:
Customer #:
Main Corporate Code: → **Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #**
GPO CC #13897 GPO Agreement #211011196

CINTAS INTERNAL USE ONLY

(If locally managed MLA please replace agreement # with current Locally Managed MLA)

Customer/Participating Public Agency: ("Customer") Phone: Date:
Address: City: State: Zip:

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
53641	Carhartt Hi-vis	☑ Yes ☐ No	.90	
23270	Cargo Cmfp	☑ Yes ☐ No	.60	
23945	non-cargo cmfp	☐ Yes ☐ No	.60	
10192	4x6 xtrac	☐ Yes ☐ No	6.0	
10189	3x5	☐ Yes ☐ No	5.00	
10202	3x10	☐ Yes ☐ No	7.00	

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").			
Standard Name Emblem	$ ea	Standard Agency Emblem	$ ea
Custom Agency Emblem	$ ea	Embroidery	$ ea
Uniform Advantage	Item:		$ .06 ea per week
Premium Uniform Advantage	Item:		$ ea per week
Emblem Advantage	Item:		$ .02 ea per week
Prep Advantage	Item:		$ .02 ea per week
Minimum Charge	$35 per delivery or 50% of initial invoice (the greater of the two).		
Make-Up Charge	$ per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium			$ per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.			
Artwork Charge for Logo Mat	$		
Payment Terms: Net 30			
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $ per garment will be assessed for employee's size changed within 4 weeks of installation.		
Other			

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	$ ea
Automatic Lost Replacement Charge	Item:	% of inventory	$ ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials: Customer Initials: TM

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement #001299 available at https://www.omniapartners.com/publicsector.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
   a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
   b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
   c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
   d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
      FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
   e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
   f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Acceptance Agreement, or terminates the Acceptance Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
   In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: Customer Initials: TW

10. **Termination for Unavailability of Funds:** If Customer intends to terminate this Acceptance Agreement pursuant to Section 36 of the Master Agreement due to a reduction in local, state, and/or federal funding ("Funding Termination"), Customer shall give prompt written notice to Cintas along with documentation evidencing the extent of unavailability or reduction of funding. In the event that Customer's funding is sufficient to finance this Acceptance Agreement in part, then prior to termination, Cintas shall have the option, in its sole discretion, to reduce the scope of this Acceptance Agreement to conform with the available funds, and Customer shall cooperate in good faith with Cintas to amend this Acceptance Agreement to reflect such reduced scope. If Customer complies with the notice and scope reduction requirements in this Section 10, the termination charges in Section 11 shall not apply to such Funding Termination. If Customer does not comply with the notice and scope reduction requirements in this Section 10, the termination charges in Section 11 shall apply to such Funding Termination. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
11. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
    - If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
    - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
    - TW If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service. NO AUTOMITIC RENEWAL AFTER 36-MONTHS
    - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
12. **No Federal Contractor:** As a material condition of this Acceptance Agreement, Customer represents and warrants that: (a) this Acceptance Agreement is not federally funded; (b) this Acceptance Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Acceptance Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contact Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Acceptance Agreement.
13. **Prevailing Wage/Living Wage:** Customer represents and warrants that this Acceptance Agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this Acceptance Agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to this Acceptance Agreement.
14. **PO Economic Terms:** The Parties agree that terms and conditions set forth in any purchase order, Statement of Work, or similar document ("Order Document") will be limited to economic and/or logistical terms such as product type, pricing, dates of service, etc., and that any terms and conditions in an Order Document that conflict with, or could be construed to modify, alter, or expand the terms and conditions set forth in this Acceptance Agreement will be null and void.
15. **Customer Type:** Customer must select the appropriate response below:
    Is Customer a United States Federal government agency or instrumentality?

    ☐ Yes ☒ No

    (If Yes, Customer must provide any applicable U.S. Federal government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
16. **Customer Funding Source:** Customer must select the appropriate response below:
    Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States Federal government funds?

    ☐ Yes ☒ No

    (If Yes, Customer must provide any applicable U.S. Federal government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
17. **Additional Terms:** Customer must select the appropriate response below:
    Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Acceptance Agreement without additional terms?

    ☒ Yes, additional terms required
    ☐ No additional terms needed

    (If Yes, Customer must provide any applicable additional terms and conditions using Addendum A – Additional Terms, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
18. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Addt'l Terms: We do not agree to an automatic renewal of this 36-month contract, therefore, we do not agree to be locked into a 13-week rental service charge after the 36-month term.

TW

Cintas Location #:	Customer Signature:
Cintas Representative Signature:	Print Name: Tiphanie Mays
Title:	Print Title: Acting Administrator
Accepted-GM:	Email: tmays@colerain.org
Cintas Enterprise Account: ☐ Yes ☐ No	Customer Contact: 513-592-5000
Cintas Enterprise Partner Name:	Customer Contact Email: tmolter@colerain.org

Accounts Payable Contact Billing Information

CINTAS® READY FOR THE WORKDAY®

How should the Business Name read on the invoice? ______

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☐ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form? ______

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: ______

Account Payable Contact Phone #: ______

Account Payable Email: ______

Payer Street Address: ______

City: ______ ST/PROV: ______ ZIP/PC: ______

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

☐ **Same as Payer** OR ☐ **Same as Sold-To**

Bill-To Street Address: ______

City: ______ ST/PROV: ______ ZIP/PC: ______

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ **Leave at Site and Email** ☐ **Email Only** ☐ **Physically Mail** ☐ **Leave at site after service**

Do invoices require a purchase order? ☐ **YES** ☐ **NO** **If yes,** please provide PO# ______

Will the same PO need to appear on each invoice? ☐ **YES** ☐ **NO** Is there an expiration date? ______

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ **Check**

☐ **ACH/EFT** - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ **Credit Card** - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: ______ Customer Initials: TN

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE

Additional sites added at a later date will be required to sign the attached Exhibit A with a minimum term of 36 months.

Cintas Representative Initials: ____________ Customer Initials: TM

LOCATION LISTING

Cintas Representative Initials: Customer Initials:

CONSENT ITEMS

Department:	Public Services
Department Director:	Tawanna Molter, Assistant Director
Strategic Plan Goal:	Strategic Goal #5: Continuously Improve the Operations of the Township

New Hire - Seasonal Maintenance Worker - Public Services - Nine Part Time Staff Members - $Hourly Wage (varies)
Recommend approval of all consent items.

Rationale:
The position of Seasonal Maintenance Worker was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individuals:

Name	Rate
Brad Abner	$17.00
Bryce Fulmer	$15.50
Brandt Kugler	$15.50
Michael Long	$17.00
Austin Phillips	$15.50
Jim Schardine	$17.50
Cameron Schmale	$16.50
Caden Stidham	$16.50
Greg Williams	$16.50

The hours for this job vary due to the position being part-time seasonal, but will not exceed 40 hours per week. Contingent upon Board approval, they would be eligible to begin work on May 13, 2026.

CONSENT ITEMS

Department:	Public Services
Department Director:	Tawanna Molter, Assistant Director
Strategic Plan Goal:	Strategic Goal #5: Continuously Improve the Operations of the Township

New Hire - Maintenance Worker - Public Services - Kodyn Lambert - $23.52
Recommend approval of all consent items.

Rationale:

The position of Maintenance Laborer was posted, applications were received and interviews conducted. A conditional offer of employment was extended to the following individual: Kodyn Lambert

The wage for this job is $23.52 per hour for 40 hours per week and is eligible to begin work on May 11, 2026.