



# **TRUSTEE MEETING AGENDA 4/15/2026**

**6:00 PM**

- Roll Call
- Pledge of Allegiance
- Approve of the Clerk's Journal and Accept the audio/video recording as the Official Minutes of the April 1<sup>st</sup> Board of Trustees regular meeting.
- Bills before the Board

## **Public Comments**

## **New Business**

### **Resolutions**

- Resolution No. 26-0415A- Establishing the Hamilton Township and City of Lebanon JEDD Fund
- Resolution No. 26-0415B- Approving the Purchase of Real Estate within Hamilton Township and Increase of Appropriations in the General Fund
- Resolution No. 26-0415C- Approving the Increase in Appropriations for the Purchase of Police Equipment

### **Motions**

- Approving Mowing Agreement with Hinds Landscaping
- Authorize Agreement with ODOT for Sidewalk Maintenance of new developments on SR 48
- Approving the Purchase of a Cemetery Deed
- Amending the Hamilton Township Roster as Presented

## **Public Comments**

## **Fiscal Officer's Report**

## **Administrator's Report**

## **Trustee Comments**

## **Adjournment**

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

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

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

## **HAMILTON TOWNSHIP ADMINISTRATION**

Mark Sousa– *Board Chair*  
Darryl Cordrey– *Vice Chair*  
Joseph Rozzi – *Trustee*  
Leah Elliott - *Fiscal Officer*

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

### **Township Administrator**

Jeff Wright  
(513) 683-8520

### **Police Department**

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

### **Fire and Emergency Services**

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

### **Public Works**

Don Pelfrey– Director  
Phone: (513) 683-5320

### **Assist. Fiscal Officer**

Ellen Horman  
Phone: (513) 239-2377

### **Human Resources**

Cheryl Allgeyer  
Phone: (513) 239-2384

### **Zoning Administrator**

Cathy Walton  
Phone: (513) 683-8520

### **Parks and Recreation**

Nicole Earley  
(513) 683-5360

# Hamilton Township Trustee Meeting

April 1, 2026

Trustee Board Chairman, Mark Sousa, called the meeting to order at 6:00 PM. Mr. Cordrey, Mr. Rozzi, and Mr. Sousa were present.

Roll call as follows: Mark Sousa  
Darryl Cordrey  
Joe Rozzi

The Pledge of Allegiance was recited by all.

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to approve the audio/visual as the Official Meeting Minutes of the March 18<sup>th</sup> Board of Trustees regular meeting.

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

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to approve the bills as presented before the Board.

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

## **Public Comments**

Mr. Sousa opened the floor to public comments at 6:02 PM, with nobody approaching he closed the floor to comments.

## **New Business**

### **Resolution No. 26-0401A- Agreement with Duke Energy for Public Works Building Easement**

Mr. Sousa made a motion with a second from Mr. Cordrey to approve resolution 26-0401A, a resolution authorizing the grant of easement to Duke Energy Ohio, Inc. upon certain real property owned by the Township and more particularly described as Warren County Auditor's Parcel No. 1604280019.

Roll call as follows: Joe Rozzi Yes  
Mark Sousa Yes

Darryl Cordrey            Yes

**Resolution No. 26-0401B- Increase of Appropriations in the Zoning Fund**

Mr. Sousa made a motion with a second from Mr. Cordrey to approve resolution 26-0401B, a resolution authorizing an increase in appropriations for the Zoning Fund to reconcile the budget for the calendar year of 2026.

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

**Resolution No. 26-0401C- Adopting a Cybersecurity Plan**

Administrator Wright stated that House Bill 96 requires all local governments to adopt a cybersecurity policy and implement related training and technical safeguards by June 30, 2026. The proposed Hamilton Township Cybersecurity Program and Policy, developed with our IT provider Titan Tech, complies with Ohio Revised Code Section 9.04 and outlines procedures for system security, data backups, incident response, and annual technology inventory updates.

Mr. Sousa made a motion with a second from Mr. Cordrey to approve Resolution 26-0401C, a resolution adopting a cybersecurity policy.

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

**Resolution No. 26-0401D – Authorizing Private Sale of Unneeded and Unfit-For-Use Property**

Mr. Sousa made a motion with a second from Mr. Cordrey to approve resolution 26-0401D, a resolution authorizing private sale of unneeded and unfit-for-use property in the Police Department.

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

**Motion- Approve Hamilton Township Roster as Presented**

Fire Chief Jewett stated that Division Chief Cormony deserves the promotion to Assistant Chief and will be shifting more of his focus to administrative responsibilities. He currently oversees training and, due to the strong program he has developed, is now able to pass those duties on to qualified captains within the department. The need for this position was also identified in the department's Strategic Plan.

Trustee Cordrey thanked the previous Fire Chief and Chief Jewett, noting that this promotion reflects the hard work they have put into building the department based on the vision established in 2014 and supported by the previous levy. Mr. Sousa added that it speaks volumes about the strength of the department that training responsibilities can now be entrusted to a captain, a role previously overseen by Division Chief Cormony.

A motion was made by Mr. Sousa, with a second by Mr. Cordrey, to approve the Hamilton Township Roster as presented before the Board.

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

### **Public Comments**

Mr. Sousa opened the floor to public comments at 6:11 PM.

Residents Steve Blow and Ed McLeod asked about the Township's business continuity plan in the event computer systems in Township buildings or first responder vehicles were locked out. They also inquired about potential personal identity compromise in the event of a breach and whether information is encrypted. Mr. Wright stated that the Township's IT department has been thorough in providing training and implementing measures to protect against breaches, and that a system test is planned for this summer to ensure everything is functioning properly. He also noted that the amount of personal identity information maintained by the administration is very limited. Fire Chief Jewett explained that resident information is handled through telecommunications, while Police Chief Hughes added that their systems are CGSI compliant and encrypted.

Jane Combs shared that she attended the trustee swearing-in ceremony in Franklin, where officials spoke highly of the Township's cooperation in selling them the Township's former fire truck a few months ago and expressed their appreciation.

Mr. Sousa closed the floor to public comments at 6:21 PM.

### **Administrator's Report**

Administrator Wright reminded the public of the recent fatal fire in Clarksville, Ohio. The Clinton-Warren Joint Fire District requested an after-action report, which was prepared by Assistant Chief Berkebile. The report was well received and will assist the department with future training and protocols.

The contractor working on the Mounts Park project is approximately halfway complete. The alternative creek is largely finished, and the next steps include redirecting the watercourse and capping the landfill portion of the site.

He also introduced our new Township Planner/Code Enforcement Officer, Jack Erickson, who joined the Township last week. This position will help improve customer service by assisting Planning and Zoning Director Cathy Walton with plan reviews, as well as addressing property maintenance and zoning violations. Jack holds a Master of Public Administration from Ohio State University and was born in Hamilton Township.

### **Trustee Comments**

Mr. Rozzi, Mr. Cordrey, and Mr. Sousa welcomed Jack to Hamilton Township. Mr. Cordrey and Mr. Sousa shared that they attended the Hop Into Spring event at Testerman Park, noting there was a great turnout and the weather was beautiful. Although there is no longer an egg hunt, they commended Director Earley for organizing multiple stations and activities for families to enjoy.

Mr. Sousa also commented on the significant fire that occurred in Lebanon and mentioned seeing photos that included our new ladder truck. Chief Jewett confirmed the ladder truck was on scene and performed well during the 3½-hour fire, noting that the previous ladder truck would not have been able to withstand that length of operation.

### **Executive Session**

Mr. Sousa made a motion with a second from Mr. Cordrey to adjourn into executive session at 6:26 in accordance with ORC 121.22(G)(2) to consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property in accordance with section 505.10 of the Revised Code and ORC 121.22 (G)(1) to consider compensation of a public employee or official.

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

Mr. Sousa made a motion with a second from Mr. Cordrey to come out of the executive session at 7:24 PM.

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

### **Adjournment-**

Mr. Sousa made a motion with a second from Mr. Cordrey to adjourn at 7:25 PM.

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



**Office of Township Administrator  
4/15/26 Trustee Meeting**

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The following motion is requested by the Board of Hamilton Township Trustees from the Township Administrator:

**Motion to approve Resolution 26-0415A- a resolution establishing the Hamilton Township and City of Lebanon JEDD Fund (Fund No. 2903).**

The Board recently established the Hamilton Township and City of Lebanon Joint Economic Development District that will initially include properties on the west side of SR 48 along Towne Center Boulevard to encourage commercial development and to provide a new revenue stream for operating and capital improvements expenses. The Board needs to establish, by resolution, a new fund to receive and account for revenue and expenses for the purpose of the JEDD.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on April 15, 2026, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, *Chair*  
Joseph P. Rozzi– Trustee

Mr. \_\_\_\_\_ introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NUMBER 26-0415A**

**A RESOLUTION ESTABLISHING THE HAMILTON TOWNSHIP AND CITY OF  
LEBANON JEDD FUND (FUND NO. 2903)**

**WHEREAS**, the Board of Trustees of Hamilton Township, Warren County, Ohio (the “Township”), and the City of Lebanon have entered into an agreement to create the Hamilton Township and City of Lebanon Joint Economic Development District pursuant to Ohio Revised Code Section 715.70 and related provisions of Ohio Revised Code Chapter 715; and

**WHEREAS**, the purpose of the Joint Economic Development District is to facilitate economic development, promote job creation and retention, and improve the economic welfare of the citizens of the Township, the City of Lebanon, and the surrounding region; and

**WHEREAS**, pursuant to the Joint Economic Development District agreement and the applicable provisions of the Ohio Revised Code, revenues generated within the Joint Economic Development District and distributed to the Township must be accounted for in a separate fund within the Township’s accounting system in accordance with the requirements of the Ohio Uniform Accounting Network (UAN);

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

**SECTION 1.** A special revenue fund is hereby created and established to be known as the HT-Lebanon Joint Economic Development District Fund, designated as Fund No. 2903, for the purpose of receiving, accounting for, and administering revenues distributed to Hamilton Township pursuant to the Joint Economic Development District agreement.

**SECTION 2.** The Hamilton Township and City of Lebanon Joint Economic Development District Fund shall receive all revenues payable to the Township under the terms of the Joint Economic Development District agreement, including but not limited to the Township’s share of municipal income tax revenues collected within the Joint Economic Development District, as well as any other payments, fees, reimbursements, or legally authorized revenues associated with the Joint Economic Development District..

**SECTION 3.** Monies deposited into the Hamilton Township and City of Lebanon Joint Economic Development District Fund shall be used for purposes authorized by

the Joint Economic Development District agreement and by applicable provisions of the Ohio Revised Code, including economic development activities, infrastructure improvements, administrative costs related to the operation and management of the Joint Economic Development District, and other expenditures permitted under Ohio law and the Joint Economic Development District agreement.

**SECTION 4.** The Fiscal Officer of Hamilton Township shall administer Fund No. 2903 in accordance with the requirements of the Ohio Revised Code, the financial policies of Hamilton Township, and the guidance and reporting requirements established by the Ohio Auditor of State and the Ohio Uniform Accounting Network. All revenues and expenditures shall be properly recorded within the Township’s accounting system.

**SECTION 5.** This Resolution shall take effect and be in full force from and after the earliest date permitted by law.

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

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

Resolution adopted this 15<sup>th</sup> day of April 2026.

Attest:

\_\_\_\_\_  
Leah M. Elliott, *Fiscal Officer*

Approved as to form:

\_\_\_\_\_  
Sarah J. Sparks, *Law Director*

I, Leah M. Elliott, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on April 15, 2026.

Date: \_\_\_\_\_

\_\_\_\_\_  
Leah M. Elliott, *Fiscal Officer*



**Office of Township Administrator**  
**4/15/26 Trustee Meeting**

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The following motion is requested by the Board of Hamilton Township Trustees from the Township Administrator:

**Motion to approve Resolution 26-0415B authorizing a purchase and sale agreement with Mary E. Holliday to acquire certain real property identified as Warren County Auditor parcel number 1604427001, approving the increase of appropriations in the General Fund (100), and declaring an emergency.**

The owner of the property immediately south of the Administration/Police Building approached the Township with an opportunity for the Township to purchase the 1.25-acre property before they listed it on the open market. The opportunity to negotiate a fair price was advantageous to not bid against the public. Being able to purchase this adjoining property is uniquely valuable to the operations of the Township. Since the combination Admin/Police Building was opened in 2001 the Township's population has grown by approximately 350%. Having ownership of the adjacent property would allow for the future expansion or replacement of the police, administration and/or civic needs of a still growing community without having to relocate the services away from our central, joint campus.

The Township has sufficient funds in the carryover of the General Fund and will not need to go into debt for the purchase.

The Board of Trustees of Hamilton Township, County of Warren, Ohio, met at a regular session at 6:00 p.m. on April 15, 2026, at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, *Board Chairman*  
Joe Rozzi – Trustee

Mr. \_\_\_\_\_ introduced the following resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY OHIO  
RESOLUTION NO. 26-0415B**

**A RESOLUTION AUTHORIZING A PURCHASE AND SALE AGREEMENT WITH  
MARY E. HOLLIDAY TO ACQUIRE CERTAIN REAL PROPERTY IDENTIFIED AS  
WARREN COUNTY AUDITOR PARCEL NO. 1604427001, APPROVING THE  
INCREASE OF APPROPRIATIONS IN THE GENERAL FUND (1000), AND  
DECLARING AN EMERGENCY**

**WHEREAS**, Ms. Mary E. Holliday owns certain real property located at 7820 S. State Route 48, Maineville, OH 45039 and identified as Warren County Auditor Parcel No. 1604427001 (the “Property”); and

**WHEREAS**, Hamilton Township desires to enter into a Purchase and Sale Agreement, in substantially the same form as the attached Exhibit A, with Ms. Holliday to acquire the Property for the purpose of expanding and/or improving Township facilities and constructing a public park; and

**WHEREAS**, the Board of Trustees finds that it is in the best interests of the Township to acquire the Property and desires to enter into an agreement in substantially the same form attached hereto.

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

**SECTION 1.** The Board of Trustees hereby approves the acquisition of the Property pursuant to the Purchase and Sale Agreement in substantially the same form as the attached Exhibit A.

**SECTION 2.** The Board of Trustees hereby authorizes the Township Administrator to enter into the Purchase and Sale Agreement with Ms. Holliday, upon such terms as he deems to be most advantageous to the Township in consultation with legal counsel, in order to acquire the Property for a purchase price not to exceed Three

Hundred Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$367,500.00) and thereafter authorizes and directs the Township Administrator to close on the Property and take such other action and execute such further documents as may be necessary to accomplish the intent of that agreement and this Resolution.

**SECTION 3.** The Board of Trustees hereby affirms and approves any prior actions taken by the Township Administrator and/or his designee in furtherance of the acquisition of the Property as intended by this Resolution.

**SECTION 4.** It is found and determined that all formal actions of the Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Hamilton Township Trustees and that all deliberations of the Board that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of Section 121.22 of the Ohio Revised Code.

**SECTION 5.** The Board of Trustees hereby authorizes an increase in appropriations in the General Fund (1000) in the line-item Land – 1000-110-710-0000 in the amount of Three Hundred Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$367,500.00) for the purpose of purchasing the real property identified herein.

**SECTION 6.** The Board of Trustees further authorizes the Fiscal Officer to issue a blanket certificate in the amount of \$367,500.00 to cover the cost associated with the acquisition of the Property.

**SECTION 7.** The Board of Trustees further authorizes the Fiscal Officer to issue a warrant upon closing of the Property.

**SECTION 8.** This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, and welfare of the Township.

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

Joseph P. Rozzi - Aye \_\_\_\_\_ Nay \_\_\_\_\_  
Mark Sousa - Aye \_\_\_\_\_ Nay \_\_\_\_\_

Resolution adopted this 15th day of April, 2026.

Attest:

\_\_\_\_\_  
Leah M. Elliott, *Fiscal Officer*

Approved as to form:

\_\_\_\_\_  
Sarah J. Sparks, *Law Director*

I, Leah M. Elliott Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of Trustees of Hamilton Township, County of Warren, Ohio, at its regularly scheduled meeting on April 15, 2026.

Date: \_\_\_\_\_

\_\_\_\_\_  
Leah M. Elliott, *Fiscal Officer*

**EXHIBIT A**  
(Purchase and Sale Agreement)

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”) is entered into as of the Effective Date (defined below), by and between Mary E. Holliday (“**Seller**”), and the Board of Trustees of Hamilton Township, Warren County, an Ohio political subdivision, whose address is 7780 South State Route 48, Hamilton Township, Ohio 45039 (“**Buyer**”). Seller and Buyer may be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

In consideration of the mutual representations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Seller and Buyer covenant and agree as follows:

### TERMS AND CONDITIONS

1. Effective Date. The “**Effective Date**” shall be the last date this Agreement is fully executed by both Parties.

2. The Property. Seller hereby agrees to sell and Buyer hereby agrees to purchase, upon and subject to the terms and conditions herein set forth, that certain tracts of land consisting of approximately 1.25 acres, more or less, having an address of 7820 S. State Route 48, Maineville, OH 45039 and identified as Warren County Parcel No. 1604427001 which is further depicted on Exhibit “A” attached hereto and incorporated herein (the “**Property**”). The Property shall include all buildings, fixtures, and improvements, located on such land, all of Seller’s rights, privileges, easements and appurtenances belonging or appertaining to such land, including any right, title and interest in and to easements, streets, alleys and rights-of-way appurtenant to such land.

3. Purchase Price. The purchase price of the Property shall be Three Hundred Sixty-Seven Thousand Five Hundred and 00/100 Dollars (\$367,500.00) (the “**Purchase Price**”) and shall be paid by Buyer and distributed to Seller on the Closing Date (as defined below) pursuant to the terms of this Agreement.

(a) *Additional Consideration*. As additional consideration, Buyer plans to construct a public park on the Property with a landscaped seating area that will include recognition of the Holliday family’s contributions to the Hamilton Township community.

4. Earnest Money Deposit. Buyer shall deposit Five Thousand and 00/100 Dollars (\$5,000.00) (the “**Earnest Money Deposit**”) with Commonwealth Land Title Insurance Company within five (5) days of the Effective Date. The Earnest Money Deposit shall be fully refundable if Buyer terminates the Purchase Agreement during the Due Diligence Period and shall be applicable to the purchase price.

5. Due Diligence Period. Buyer’s obligations hereunder are subject to Buyer being satisfied regarding the condition and suitability of the Property in all respects, in Buyer’s sole discretion. Buyer shall have the opportunity and right (but not the obligation) to inspect and investigate the Property’s condition and suitability for a period of up to thirty (30) days following the Effective Date (the “**Due Diligence Period**”).

(a) Buyer shall have the right during the Due Diligence Period to enter onto the Property and to commence inspections of the Property and to undertake any studies on the Property (all at Buyer's sole cost). Seller agrees to cooperate with Buyer in its Property inspections, and shall not unreasonably restrict Buyer's access to the Property during the Due Diligence Period. Matters subject to Buyer's review may include, by way of example and without limitation, title, surveys, review of physical conditions, development costs, sanitary and storm water facilities, soil and subsurface conditions, environmental conditions, and restrictive covenants.

(b) If Buyer notifies Sellers of any title defects, exceptions or survey objections (collectively, "**Objections**") prior to the expiration of the Due Diligence Period, Seller shall have five (5) days from their receipt of such notice in which to either: (i) cure such Objection(s) or commit to cure them on or before the Closing Date; or (ii) notify Buyer in writing that Seller is unable or unwilling to cure such Objection(s). If Seller notifies Buyer that Seller is unable or unwilling to cure any Objection, Buyer shall elect to either: (i) accept such title as Seller is willing and able to convey; or (ii) terminate this Agreement, in which case the Parties will have no further obligations to one another.

(c) Notwithstanding the foregoing, Sellers shall be responsible for causing all matters of a monetary nature arising from the act or omission of Seller or her predecessors in interest, to be released at or prior to Closing, including, without limitation, mortgages, judgment liens, mechanic's liens, penalties, and the like; and Buyer shall have no obligation to notify Seller that any such matters are objectionable or otherwise must be released prior to Closing.

(d) Nothing in this Agreement shall be construed as imposing any limitations upon the reasons for which Buyer may decide not to purchase the Property. Buyer shall have the right, in its sole discretion, for any reason or no reason, to terminate this Agreement by providing Sellers with written notice of Buyer's decision to terminate at any time prior to the expiration of the Due Diligence Period and the Parties shall thereafter have no rights or obligations with respect to one another under this Agreement except those which expressly survive Closing or termination hereof.

## 6. Closing; Closing Adjustments and Costs; Closing Documents.

(a) Closing Date. Closing of the sale of the Property (the "**Closing**") shall occur by escrow through Commonwealth Land Title Insurance Company, and shall take place at such time and place as is mutually agreed by the Parties that is no later than twenty (20) days after the expiration or Buyer's earlier waiver of the Due Diligence Period (the "**Closing Date**").

(b) Closing Costs. Buyer shall pay the cost of any survey or title work and title insurance premiums necessary to provide Buyer with an owner's policy of title insurance insuring fee simple title ownership to the Property. Seller shall pay any county or state transfer taxes. Buyer and Seller shall equally divide the costs associated with preparation of the Deed, recording costs, and all other closing costs. Each Party shall bear their own attorney and professional fees, consultant fees, and real estate broker fees and costs incurred in connection with this Agreement, the Due Diligence Period, and Closing. This transaction is exempt from conveyance fees under Ohio Law.

(c) Real Property Taxes. All real property taxes and assessments against the Property shall be prorated on a per diem basis as of the Closing Date. Apportionments with respect to real estate taxes shall be made with relation to the fiscal year or billing period, as applicable, of the levying authority.

(d) Deed. At Closing, Seller shall deliver or cause to be delivered to Buyer the following: (i) a recordable general warranty deed (the “**Deed**”) duly executed by Seller in favor of Buyer; (ii) such further instruments as may be reasonably and customarily requested by the Title Company to record the Deed and ensure the transfer of good and marketable record title to Buyer; and (iii) evidence reasonably satisfactory to the Title Company respecting the due authorization and execution by Seller of this Agreement and the documents required to be delivered to effectuate the Closing.

(e) Possession. Possession shall be given to Buyer immediately at Closing.

(f) Other Closing Documents from Seller. At Closing, in addition to the above-referenced Deed, Seller shall deliver to Buyer all documents that may be reasonably requested by the closing agent or title company to ensure that good and marketable title is transferred to Buyer.

7. Seller’s Representations and Warranties. Seller hereby covenants, represents and warrants to Buyer, as of the Effective Date, and again as of the Closing Date:

(a) Seller has good and indefeasible fee simple and marketable title to the Property, and has the full and complete right, power and authority to enter into this Agreement and to convey the Property to Buyer in accordance with the terms and conditions of this Agreement.

(b) Seller has not entered into any unrecorded agreements to lease, sell, mortgage or otherwise encumber or dispose of any interest in the Property, except for this Agreement.

(c) No party other than the Parties to this Agreement will be in possession of the Property on the Closing date.

(d) No mechanic’s lien, materialman’s lien or lis pendens action affects the Property, and, as of the Closing Date.

(e) To the best of Seller’s actual knowledge, there are not now, nor shall there be on the date of the Closing, any unrecorded easements, options, rights of first refusal or offer, leases, licenses, agreements relating to purchase or development of the Property, or other agreements of any kind encumbering the Property.

(f) All representations and warranties of Seller contained in this Agreement shall be true, correct and complete as of the Closing Date as if they were made at such time and shall survive Closing.

8. Buyer’s Representations and Warranties. Buyer hereby covenants, represents and

warrants to Seller, as of the Effective Date, and again as of the Closing Date:

(a) Buyer has all requisite power and authority to enter into and perform the obligations required of them under this Agreement.

(b) Buyer is duly authorized by requisite action to execute and deliver and perform this Agreement and all documents and instruments or transactions contemplated hereby or incidental hereto.

(c) All representations and warranties of Buyer contained in this Agreement shall be true, correct and complete as of the Closing Date as if they were made at such time and shall survive Closing.

9. Risk of Loss. All risk of loss with respect to the Property shall remain with Seller until the closing and delivery of the Deed to Buyer.

10. Casualty and Condemnation. If at any time prior to the Closing Date, all or any part of the Property is damaged by fire or other casualty, taken or appropriated by virtue of eminent domain or similar proceedings, or is condemned for any public or quasi-public use, then Buyer may, at Buyer's sole discretion, terminate this Agreement. If Buyer terminates this Agreement, then Seller shall be entitled to receive all insurance proceeds or condemnation proceeds paid for that portion of the Property damaged or taken. If Buyer elects to purchase the Property, then (a) Buyer shall be entitled to receive all insurance proceeds or condemnation proceeds paid for that portion of the Property damaged or taken and not expended for repairs, or (b) if the insurance proceeds or condemnation proceeds have already been paid to Seller, then Seller shall remit such amounts to the Title Company, and such amounts shall be applied as a credit to the purchase price and otherwise distributed in accordance with this Agreement.

11. Cooperation. Buyer and Seller shall cooperate fully with each other to carry out and effectuate the purchase and sale of the Property in accordance herewith and the satisfaction and compliance with all of the conditions and requirements set forth herein. Wherever the approvals of Buyer and Seller as herein set forth are so required, such approvals shall not unreasonably be withheld.

12. Default. If, following the full execution of this Agreement, either Party defaults in the performance of their duties or obligations under this Agreement, or any representation or warranty hereunder is untrue or incomplete, then:

(a) If Buyer defaults on any obligations contained in this Agreement, Seller must give Buyer written notice of the default and a seven (7) day opportunity to cure said default. If Buyer thereafter remains in default, then Seller's sole remedy is to terminate this Agreement and thereafter neither party will have any further obligations hereunder.

(b) If Seller is the party in default, Buyer must give Seller written notice of the default and a seven (7) day opportunity to cure said default. If Seller thereafter remain in default, then Buyer shall have the right to (i) to pursue specific performance against Seller; or (ii) terminate this Agreement and thereafter neither party will have any further obligations hereunder.

(c) Waiver of Jury Trial. The Parties hereto waive trial by jury in any action, proceeding or counterclaim arising out of this Agreement. The provisions of this Section 12(c) shall survive the Closing or any earlier termination of this Agreement.

13. Notices. All notices required to be given under this Agreement must be in writing. A written notice shall be deemed sufficiently given when properly addressed and sent to the recipient-Party at the address set forth below (with a copy to be delivered via e-mail as indicated below) via: (i) overnight courier with receipt verification; or (ii) by personal delivery to the recipient-Party. Either Party may change its address for receipt of notices by providing written notice of such address change to the other Party.

<p><u>Seller:</u></p> <p><b>Mary E. Holliday</b> 7820 S. State Route 48, Maineville, OH 45039</p> <p><b>c/o Tammy Doughman</b> Coldwell Banker Heritage tammy.doughman@cbishome.com</p>	<p><u>Buyer:</u></p> <p><b>The Board of Trustees of Hamilton Township, Warren County, Ohio</b> Attn: Jeff Wright, Administrator 7780 South State Route 48, Hamilton Township, Ohio 45039 jwright@hamilton-township.org</p> <p>With a copy via e-mail only to:</p> <p>Sarah J. Sparks Bricker Graydon Wyatt, LLP ssparks@bricker.com</p>
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14. Miscellaneous.

(a) Brokers. Seller has engaged, Tammy Doughman as Seller's real estate agent in connection with this transaction ("**Seller's Broker**"). At Closing, Seller shall be responsible to pay all commissions due to Seller's Broker. Buyer shall have no obligation for the payment of any commission to Seller's Broker. Buyer and Seller each represent and warrant to each other that they dealt with no person or entity other than Seller's Broker in connection with, nor has any other broker had any part in bringing about, this transaction.

(b) As-Is. Buyer acknowledges that it is being given ample opportunity to perform due diligence inspections with respect to the Property and at Closing Buyer will accept the Property in "as is" condition, without any representation or warranty from Seller except as expressly set forth in this Agreement.

(c) Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their respective heirs, personal representatives, executors, administrators, successors and permitted assigns.

(d) Acknowledgement. The Parties hereby represent and warrant that they are entering into this Agreement voluntarily, without any duress or undue influence. Authorized

representatives of both Parties have carefully read this Agreement, and understood and negotiated its terms in good faith, with the opportunity to seek the representation and advice of an attorney of their respective choice, if so desired prior to executing this Agreement.

(e) Timing. Time is of the essence for this Agreement. The time in which any act provided by this Agreement is to be done shall be computed by excluding the first day and including the last day, unless the last day is a Saturday, Sunday, or legal holiday, in which event the last day shall also be excluded.

(f) Assignment. Neither Party shall assign this Agreement, in whole or in part, without the other Party's express written consent to such assignment. Any unauthorized assignment of the Agreement by either Party shall be deemed null and void.

(g) Governing Law. This Agreement shall be governed by and construed under the laws of the State in which the Property is located.

(h) Severability. Any provision(s) of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

(i) Waiver. Any failure by either Party to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision in the future, and such Party may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

(j) Amendment. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in a written instrument signed by each Party or an authorized representative of each Party.

(k) Counterparts. This Agreement may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same Agreement.

(l) Entire Agreement. This Agreement, including any exhibits attached hereto, embodies the entire agreement and understanding between the Parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

**[REMAINDER LEFT BLANK – SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

**SELLER:**

\_\_\_\_\_  
Mary E. Holliday

Date: \_\_\_\_\_

**BUYER:**

**Board of Trustees of Hamilton Township,  
Warren County, Ohio**

By \_\_\_\_\_  
Jeff Wright, Township Administrator

**SELLER'S AGENT:**

\_\_\_\_\_  
Tammy Doughman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
(Depiction of Property)





**Office of Chief of Police**  
**04/15/26 Trustee Meeting**

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The following motion is requested by the Board of Hamilton Township Trustees from the Chief of Police to request the appropriation of funds associated with the filling of two open positions on the Warren County Tactical Response Unit (TRU).

With the addition of these personnel, it is necessary to procure essential equipment to ensure officers are properly outfitted to perform their duties safely and effectively. Specifically, the requested funds will be used to purchase two sets of night vision equipment. This equipment is critical to operational readiness and enhances officer capability during low-light and nighttime operations.

Additionally, as part of long-term planning, the cost for two additional sets of night vision equipment will be included in the 2027 capital expense budget. This anticipates the planned filling of the remaining two open TRU positions in 2027, ensuring all assigned personnel are uniformly equipped.

**Motion to approve Resolution 26-0415C, a resolution approving an increase of appropriations in the Police District Fund (2081) to reconcile budgets for the calendar year 2026 and declaring an emergency.**

The Township of Hamilton, Warren County, Ohio Board of Trustees met in regular session on April 1, 2026, at 6:00 p.m. at Hamilton Township, Warren County, Ohio, with the following Trustees present:

Mark Sousa – Trustee, *Board Chairman*  
Joe Rozzi – Trustee

Mr. \_\_\_\_\_ presented the following Resolution and moved its adoption:

**HAMILTON TOWNSHIP, WARREN COUNTY, OHIO  
RESOLUTION NUMBER 26-0415C**

**A RESOLUTION APPROVING INCREASE OF APPROPRIATIONS IN THE POLICE  
DISTRICT FUND (2081) TO RECONCILE BUDGETS FOR THE CALENDAR YEAR 2026,  
AND DECLARING AN EMERGENCY**

**WHEREAS**, the Board of Township Trustees wishes to authorize and approve an increase in appropriations in order to reconcile budgets and appropriations for the calendar year 2026;

**WHEREAS**, the Board of Trustees of Hamilton Township, Warren County, Ohio, has received a request from the Chief of Police regarding the need to appropriate funds associated with the filling of two (2) open positions on the Warren County Tactical Response Unit (TRU); and

**WHEREAS**, the addition of these personnel requires the procurement of essential equipment to ensure officers are properly outfitted to perform their duties safely and effectively; and

**WHEREAS**, it has been determined that two (2) sets of night vision equipment are necessary to support operational readiness and enhance officer capability during low-light and nighttime operations; and

**WHEREAS**, the purchase of such equipment is critical to maintaining the safety, effectiveness, and readiness of TRU personnel.

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

- SECTION 1.** The Fiscal Officer is hereby authorized and directed to increase the appropriations for the Capital Expense Fund, line item 2081-210-730-0000- in the amount of \$18,234.00 for the purchase of two (2) sets of night vision equipment for use by newly assigned TRU personnel.
- SECTION 2.** The Fiscal Officer is hereby authorized and directed to approve a Blanket Certificate in the amount of \$18,234.00

**SECTION 3.**

This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, and welfare of the Township.

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

Mark Sousa–	Aye _____	Nay _____
Joseph P. Rozzi –	Aye _____	Nay _____

Resolution was adopted on this 15<sup>th</sup> day of April 2026.

Attest:

\_\_\_\_\_

Leah M. Elliott, *Fiscal Officer*

Approved as to form:

\_\_\_\_\_

Sarah J. Sparks, *Law Director*

I, Leah M. Elliott, Fiscal Officer of Hamilton Township, Warren County, Ohio, hereby certify that this is a true and accurate copy of a Resolution duly adopted by the Board of April 15, 2026.

Date: \_\_\_\_\_

\_\_\_\_\_  
Leah M. Elliott, Fiscal Officer



**Office of Township Administrator**  
**4/15/2026 Trustee Meeting**

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The following motion is requested by the Board of Hamilton Township Trustees from the Township Administrator:

**Motion to approve an agreement with Hinds Lawn Care and Landscaping for the mowing and trimming for the Township's five cemeteries for a fee of \$2,600 per mowing.**

The lawn care company that had mowed and trimmed the Township's five cemeteries for the last few years very recently informed the Public Works Department that they would no longer be able to provide the service. Mr. Pelfrey requested bids from several lawn care companies and received bids from two companies. The lower bid was submitted by Hinds Lawn Care and Landscaping. Hinds has performed the same work the past few years at our two fire stations and we are very pleased with their services. The agreement is for 2026 through 2028.

## **AGREEMENT FOR SERVICES**

This agreement for Services (this "Agreement") is made and entered into by and between Hamilton Township, Warren County, Ohio, with an address at 7780 South State Route 48, Hamilton Township, Ohio 45039 (the "Township") and Hinds Lawn Care and Landscaping, with an address at 324 W. Foster Maineville Rd., Maineville, OH 45039 (the "Provider") (the Township and the Provider may be individually referred to herein as a "Party" and collectively as the "Parties").

The Township desires to contract with the Provider to perform the cemetery mowing and string trimmings for the Township's five (5) cemeteries as listed below (each a "Cemetery" and collectively the "Cemeteries"):

- 1) Maineville Cemetery -located at 476 E. Foster-Maineville Road, Maineville, OH 45039
- 2) Murdock Cemetery - located at 10200 Murdock-Goshen Road, Loveland, OH 45140
- 3) Hopkinsville Cemetery and Community Center - located at 131 West US 22&3, Maineville, OH 45039
- 4) Zoar Cemetery (Private Cemetery) - located on Zoar Road between the addresses of 5607and 5274 Zoar Road and 5274 Zoar Road
- 5) Baker Cemetery (Private Cemetery) - located on US 22&3 Southeast of Stubbs-Mill Road; opposite the street address of 1798 East US 22&3

**SECTION 1. PROVISION OF MOWING SERVICES.** The Parties hereby agree that the Provider shall administer the following mowing, trimming and other services at all five (5) of the Cemeteries (the "Services"):

- a) Provider shall mow and string trim the entire cemetery property to the established tree line or property line.
- b) The Township anticipates an average of twenty-four (26) mowing and string trimmings per year per Cemetery. Weather may cause an adjustment to the total number of mows per year.
- c) The Provider will provide all labor, equipment, gas, and tools necessary to perform the Services at no cost to the Township.
- d) Live flowers may be removed from the graves after one week and artificial flowers are to remain as long as they are not deteriorating.
- e) All headstones and footstones are to be cleaned of grass clippings after mowing.
- f) All tree limbs and any debris that needs to be cleared as part of regular maintenance is to be included in Provider services. Provider shall be responsible for promptly

removing and properly disposing of all tree limbs and any debris from the Cemeteries upon completion of performance of any Services.

**SECTION 2. AGREEMENT TERM; TERMINATION.** The Agreement Term shall commence on or before April 15, 2026, or the beginning of mowing season, (the “Commencement Date”) and shall extend through October 15, 2026, or the end of the mowing season in 2026. Mowing season is dependent upon weather conditions and the first and last mow of the season shall be determined by the Township. Either Party may terminate this Agreement early due to the other Party’s breach of any term or condition contained herein upon thirty (30) days' prior written notice to the breaching Party; provided, the breaching Party shall have the opportunity to avoid termination by curing its breach within the thirty-day notice period.

- a) This Agreement shall renew for the 2027 mowing season with a four percent (4%) increase over the 2026 mowing season costs for a 2027 rate of \$2,704 per mowing. The 2027 term shall commence on or before April 15, 2027, or the beginning of mowing season and shall extend through October 15, 2027, or the end of the mowing season in 2026.
- b) This Agreement shall renew for the 2028 mowing season with a four percent (4%) increase over the 2027 mowing season costs for a 2028 rate of \$2,812.16 per mowing. The 2028 term shall commence on or before April 15, 2028, or the beginning of mowing season and shall extend through October 15, 2028, or the end of the mowing season in 2028.

**SECTION 3. FEES FOR SERVICES.** For Services rendered hereunder, the Township agrees to pay the Provider a fee of \$2,600 for mowing Services upon completion of each mow and trim. The Provider is responsible for remittance of each invoice to the Township. The Township shall pay each invoice within thirty (30) days of its submittal; provided, the Township shall have the right to dispute any invoiced amount within thirty (30) days of the date of the Township’s receipt of the invoice on which such disputed amount appears. The Parties shall cooperate with one another in good faith to resolve any such billing dispute. Provider shall continue providing Services to the Township pursuant to this Agreement during the pendency of any billing dispute.

**SECTION 4. NO ASSIGNMENT.** Neither Party shall assign this Agreement, in whole or in part, to any person or entity without the other Party's express written consent.

**SECTION 5. WAIVER.** Any failure by either Party to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the Party may subsequently require strict compliance at any time, notwithstanding any prior

failure to do so.

**SECTION 6. SEVERABILITY.** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

**SECTION 7. AMENDMENT.** This Agreement may only be modified by a written amendment executed by both Parties.

**SECTION 8. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same Agreement.

**SECTION 9. ENTIRE AGREEMENT.** This Agreement, together with any attachments and amendments hereto, embodies the entire agreement and understanding between the Parties with respect to the subject matter herein, and supersedes any other agreements and understandings, whether oral or written, express or implied.

**SECTION 10. STANDARD OF CARE.** Provider agrees to perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider agrees to perform the Services in accordance with all applicable federal, state, and local laws and regulations. Provider warrants that it is professionally qualified to perform the Services and maintains the requisite licenses and certifications from any and all public entities having jurisdiction over Provider.

**SECTION 11. INSURANCE.** Except when a modification is requested in writing by Provider and approved in writing by the Township, Provider shall carry and maintain at Provider's sole cost and

expense, with companies authorized to do business in Ohio, all necessary liability insurance during the Term of this Agreement, which shall satisfy the following minimum requirements:

a) Workers' Compensation and employer's liability insurance to the fullest extent required by applicable law;

b) Commercial general liability coverage for bodily injury and property damage, including limited contractual liability coverage, in not less than the following amounts:

- General Aggregate Limit: \$2,000,000 each occurrence;

- Each Occurrence Limit: \$1,000,000 each occurrence; and
- Commercial automobile liability coverage, including non-owned and hired, in an amount not less than \$1,000,000.

On or before the Commencement Date, Provider shall submit certificates of insurance evidencing its maintenance of the insurance coverage required hereunder. Provider shall immediately notify the Township in the event any insurance policy Provider carries in satisfaction of its insurance requirements hereunder is terminated, suspended or lapses, in whole or in part, during the Term.

**SECTION 12. INDEMNIFICATION.** Provider shall indemnify, hold harmless and, at the Township's request, defend the Township and the Township's officers, employees, agents and representatives from and against any and all claims, suits, demands, liabilities, losses, damages, costs and expenses arising out of or resulting from claims for injury to or death of persons, and damage to real and personal property, to the extent arising out of or in any way related to: (i) any actual or alleged negligent acts, errors or omissions of Provider or any of its officers, employees, agents, representatives or contractors in the performance of the Services under this Agreement; (ii) the willful misconduct of Provider or any of its officers, employees, agents, representatives or contractors; or (iii) any breach of this Agreement by Provider. The Township's entitlement under the foregoing indemnification may be deducted from Provider's compensation then due or thereafter to become due, in addition to any other remedies the Township may have under this Agreement, or at law or in equity.

**SECTION 13. LIMITATION OF LIABILITY.** In no event will the Township be liable to Provider for special, consequential, incidental or other indirect damages of any kind, whether the claim arises in contract, tort or other legal theory.

**SECTION 14. CORRECTION OF DEFECTIVE WORK.** No acceptance by the Township of any Services performed by Provider shall relieve Provider of its professional and contractual obligations to correct any defects or errors in its work at its own expense.

**SECTION 15. ETHICS.** Provider represents that it is familiar with all applicable ethics law requirements, and that it is in compliance with such law and requirements.

**SECTION 16. RELATIONSHIP.** Provider is an independent contractor for the Township in performing the Services under this Agreement and is not an employee, agent, joint-venturer, or partner of the Township.

**IN WITNESS WHEREOF**, this Agreement is effective as of the date of the last Party's signature below.

\_\_\_\_\_  
Jeff Wright  
Hamilton Township Administrator

Date: \_\_\_\_\_

\_\_\_\_\_  
Hinds Lawn Care and Landscaping  
Title:

Date: \_\_\_\_\_

**Hinds Lawn Care and Landscaping**  
 324 W. Foster Maineville Road  
 Maineville, OH 45039  
 United States


Quote Number: 13475  
 Quote Date: Mar 29, 2026  
 Page: 1

Voice: (513) 314-3664  
 Fax:

<b>Quoted To:</b>
Hamilton Township Public Works Maineville, OH 45039

Customer ID	Good Thru	Payment Terms	Sales Rep
801	3/29/26	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
26.00		5 Cemeteries : Lawn Mowing, Trimming, and Blowing.	2,600.00	67,600.00
			<b>Subtotal</b>	<b>67,600.00</b>
			<b>Sales Tax</b>	
			<b>TOTAL</b>	<b>67,600.00</b>



**SCHILL**

**Grounds Management**

[SchillLandscaping.com](http://SchillLandscaping.com)

Your Property.  
Our Passion.  
Let's Grow Together.

“Our approach is more than a philosophy—it’s **our pledge to you**. We take ownership of your property’s success in every season. We show up, follow through, and deliver the highest level of service to keep your property looking its best. And if something isn’t right, we’ll work tirelessly to address it—because when you partner with Schill, **your satisfaction is our priority.**”

we CARE

**CONSISTENCY**

The highest standard every time.

**ACCESSIBILITY**

Responsive and proactive.

**RELIABILITY**

Proven all-season delivery.

**EXPERTISE**

Well-trained professional crews.

Solutions for every season.

Landscape Maintenance

Landscape Enhancements

Snow & Ice Service

**30+ Years of Excellence**  
**SchillLandscaping.com**

*Cleveland, Columbus,  
Cincinnati, Dayton, NKY*

**Schill Grounds Management**

Branch Office: 424 E. US Highway 22 and 3  
Maineville, Ohio 45039

P: 513-683-8100



**Opportunity #74137**

**2026 Commercial Maintenance (PER SERVICE)**

**Date: April 01, 2026**

**Prepared for:**

Justin Thompson

**Property:**

Zoar Cemetery  
5607 Zoar Road  
Morrow, OH 45152

**Prepared by:**

Matt Monroe  
Business Development  
[mattmonroe@schilllandscaping.com](mailto:mattmonroe@schilllandscaping.com)

**Branch:**

Maineville  
Branch Office: 424 E. US Highway 22 and 3  
Maineville, Ohio 45039  
P: 513-683-8100

**This is an agreement between Schill Grounds Management, (Regional Office) 424 E. US Highway 22 and 3, Maineville, Ohio 45039, and Hamilton Township ("Client"), for the property located at 5607 Zoar Road, Morrow, Ohio 45152.**

**(Choose One Option - Please initial next to option chosen)**

**This is a One Year Contract that is for the period of 1/1/2026 through 12/31/2026.**

\_\_\_\_\_

**OR**

**This is a Multi-Year Contract that is for the period of 1/1/2026 through 12/31/2028. The 2026 contract pricing is presented here in this Contract. The 2nd year (2027) will have a 4% increase over 2026 and the 3rd year (2028) will have a 4% increase over 2027.**

**Schill Grounds Management**

Branch Office: 424 E. US Highway 22 and 3  
Maineville, Ohio 45039

P: 513-683-8100

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## Schill Grounds Management

Branch Office: 424 E. US Highway 22 and 3  
Maineville, Ohio 45039

P: 513-683-8100



### SCOPE OF WORK

#### **Weekly Mowing Service w/Bed Maintenance and Vegetation Control**

Turf will be mowed/maintained at a height of 3" to 3 1/4". During periods of less frequent precipitation, turf will be mowed less often than weekly and we may raise the height to 3 1/2" during periods of significant drought. Mowing patterns will vary (as turf areas allow) and grass clippings will be recycled into the lawn areas. Clumps of wet grass clippings will be spread out into the lawn areas. All mower blades will be kept sharp to minimize damage to turf and reduce turf stress.

Typical paper and debris in lawn will be picked up during mowing. If paper or debris is accidentally run over with mowing equipment, Schill Grounds Management's operator will collect all fragments. If abnormal amounts of trash are present, property manager will be notified to determine necessary action.

String trimming of all edges where lawn meets hard surfaces, fences and mulched areas.

Blowing of all grass clippings off walks, drives, patios, cars and other hard surfaces.

Turf scalped by blades or torn/ripped up by mowing equipment will be repaired, if possible, during visit with appropriate seed. If cannot be repaired during visit, it will be repaired in a timely manner.

Non selective herbicide (like Round-Up) will be used around trees without mulch rings, fence posts, low hanging aluminum fence lines, utility boxes and other obstacles in lawn to approximate radius of 4" to prevent damage from mowing equipment.

This includes Weekly bed maintenance after the Spring Clean-up, Edging, and Mulching has been performed. It also includes lot and curb vegetation control.

During fall season, leaves may be mulched up into lawn areas as regular mowing occurs.

## Schill Grounds Management

Branch Office: 424 E. US Highway 22 and 3  
Maineville, Ohio 45039

P: 513-683-8100



### CONDITIONS TO THE PROPOSAL

1. This proposal is for the season of January 1st through December 31st.
2. A twenty-four (24) hour advanced notice is required for any schedule changes. (We are not always able to reach the crews to make schedule changes for that day after they leave in the morning).
3. Invoices are due upon receipt within 30 days; 2% thereafter. Accounts which are more than thirty (60) days overdue shall be placed on hold until paid in full.
4. A return check charge of \$25.00 shall be added to any account which has a check returned for insufficient funds.
5. This proposal is subject to change if it has not been accepted within thirty (30) days. **Schill Grounds Management (SGM)** reserves the right to adjust pricing if the proposal is accepted after excessive growth of weeds, turf, etc.
6. The customer is responsible for all watering.
7. All shallow gas, water, telephone, cable, invisible fence lines, underground lighting, or irrigation lines/heads shall be marked by the customer. **SGM** bears no responsibility for such objects. If phone and cable lines need to be marked, please call our office and we will have these lines marked for you at no charge.
8. If you sign up for Aeration service or any other service that requires digging or edging, the irrigation system (heads and valve boxes) and invisible fence must be marked; preferably by the representing company.
9. **Irrigation Heads:** Occasionally, sprinkler heads get stuck in the "up" position or have malfunctioned and they are being hit by our mowing equipment. The reason this is happening is that the roots of the grass plant are growing into the heads seeking water, which impedes the proper operation of the heads. When the grass is short our crews can usually see the "stuck" head. However, when the grass is long it is nearly impossible to see. This is because the head is right at or below grass level, they are black, and our mowers can not see them until it is too late. If you have any malfunctioning heads you can contact your Irrigation Company. They can take care of the repairs before any potential damage occurs. If our crews notice any malfunctioned heads, they will notify you of the problem. Our mowing crews will take every precaution possible to avoid hitting any irrigation heads. If the crews do damage any heads that are malfunctioned **SGM** can not be held responsible for the damage.



**Schill Grounds Management**

Branch Office: 424 E. US Highway 22 and 3  
Maineville, Ohio 45039

P: 513-683-8100



*Murdock*

**CONTRACT SUMMARY**

<b>Services</b>	<b>Occurs</b>	<b>Price Each</b>	<b>Ext. Price</b>	<b>Sales Tax</b>	<b>Total Price</b>
<b>Billing Type:</b>		<b>Fixed Payment</b>			
<b>Seasonal Care</b>					
Weekly Mowing Service w/Bed Maintenance and Vegetation Control	26	\$573.12	\$14,901.12	\$0.00	\$14,901.12
			<b>\$14,901.12</b>	<b>\$0.00</b>	<b>\$14,901.12</b>

**Schill Grounds Management**

Branch Office: 424 E. US Highway 22 and 3  
Maineville, Ohio 45039

P: 513-683-8100



*Maineville*

**CONTRACT SUMMARY**

<b>Services</b>	<b>Occurs</b>	<b>Price Each</b>	<b>Ext. Price</b>	<b>Sales Tax</b>	<b>Total Price</b>
<b>Billing Type:</b>		<b>Fixed Payment</b>			
<b>Seasonal Care</b>					
Weekly Mowing Service w/Bed Maintenance and Vegetation Control	26	\$1,425.52	\$37,063.52	\$0.00	\$37,063.52
			<b>\$37,063.52</b>	<b>\$0.00</b>	<b>\$37,063.52</b>

**Schill Grounds Management**

Branch Office: 424 E. US Highway 22 and 3  
Maineville, Ohio 45039

P: 513-683-8100



*Hopkinsville*  
~~Ohio~~

**CONTRACT SUMMARY**

Services	Occurs	Price Each	Ext. Price	Sales Tax	Total Price
<b>Billing Type:</b> Fixed Payment					
<b>Seasonal Care</b>					
Weekly Mowing Service w/Bed Maintenance and Vegetation Control	26	\$479.88	\$12,476.88	\$0.00	\$12,476.88
			<b>\$12,476.88</b>	<b>\$0.00</b>	<b>\$12,476.88</b>

**Schill Grounds Management**

Branch Office: 424 E. US Highway 22 and 3  
Maineville, Ohio 45039

P: 513-683-8100



*Baker*  
**Services**

**CONTRACT SUMMARY**

<b>Services</b>	<b>Occurs</b>	<b>Price Each</b>	<b>Ext. Price</b>	<b>Sales Tax</b>	<b>Total Price</b>
<b>Billing Type:</b>	<b>Fixed Payment</b>				
<b>Seasonal Care</b>					
Weekly Mowing Service w/Bed Maintenance and Vegetation Control	26	\$180.62	\$4,696.12	\$0.00	\$4,696.12
			<b>\$4,696.12</b>	<b>\$0.00</b>	<b>\$4,696.12</b>

**Schill Grounds Management**

Branch Office: 424 E. US Highway 22 and 3  
Maineville, Ohio 45039

P: 513-683-8100



*Zear*  
Services

**CONTRACT SUMMARY**

	<b>Occurs</b>	<b>Price Each</b>	<b>Ext. Price</b>	<b>Sales Tax</b>	<b>Total Price</b>
<b>Billing Type:</b>					
<b>Per Service</b>					
<b>Seasonal Care</b>					
Weekly Mowing Service w/Bed Maintenance and Vegetation Control	26	\$172.78	\$4,492.28	\$0.00	\$4,492.28
			<b>\$4,492.28</b>	<b>\$0.00</b>	<b>\$4,492.28</b>

\$2831.92 weekly Total



**Office of Township Administrator**  
**4/15/26 Trustee Meeting**

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The following motion is requested by the Board of Hamilton Township Trustees from the Township Administrator:

**Motion to authorize an agreement between the State of Ohio, Department of Transportation and Hamilton Township to maintain the sidewalk section along SR-48 located within Warren County.**

A new Valvoline Instant Oil Change is proposed to be constructed on an outlot in front of Kroger along SR 48. Our zoning resolution requires new construction on a public road to have them install a sidewalk in the R-O-W of SR 48. ODOT has a policy that requires the local jurisdiction to agree to maintain a sidewalk installed within State R-O-W. Our legal counselors and I have dealt with similar issues in other townships and have never been able to have a remedy or variance from ODOT's requirement. It is in the best interest of the public for us to be a party to the agreement.

**AGREEMENT  
BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND  
HAMILTON TOWNSHIP TO MAINTAIN THE SIDEWALK SECTION ALONG SR-48  
LOCATED WITHIN WARREN COUNTY**

This Agreement is made by and between the State of Ohio, acting by and through the Director of the Department of Transportation (hereinafter referred to as the “ODOT”), 1980 West Broad Street, Columbus, Ohio 43223 and through Hamilton Township in Warren County (hereinafter referred to as the “Township”), acting by and through Hamilton Township, 7780 South State Route 48, Hamilton Township, OH 45039.

Either may be referred to singularly as “Party” and may be collectively referred to as the “Parties”.

**1. PURPOSE**

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction.
- 1.3 The Director of Transportation, under ORC § 5521.01, is authorized to maintain State Highways, apply standard longitudinal pavement markings, and erect regulatory and warning signs on extensions of State Highways within the limits of a village.
- 1.4 The purpose of this Agreement is to establish the respective responsibilities of the parties with regard to the general maintenance of the 125.5 linear feet of sidewalk along the east side of S.R.48, hereinafter referred to as the “sidewalk.”

**2. OBLIGATIONS OF THE TOWNSHIP**

- 2.1 The TOWNSHIP shall perform and be responsible for all general maintenance, repair and replacement as required of the sidewalk.

**3. OBLIGATIONS OF THE STATE**

- 3.1 ODOT agrees to grant any necessary permits to the TOWNSHIP to use and occupy the S.R.48 right-of-way for purposes of general maintenance, removal of snow and ice, repair and replacement as required of the sidewalk.
- 3.2 ODOT shall have no responsibility to perform any general maintenance, repair, or replacement of the sidewalk including no responsibility to remove snow or ice on the sidewalk.

**4. NOTICE**

- 4.1 Notice under this Agreement shall be directed as follows:

Hamilton Township  
7780 South SR-48  
Hamilton Twp, OH 45039  
Attn: Township Administrator

Ohio Department of Transportation  
505 South SR 741  
Lebanon, OH 45036  
Attn: District Deputy Director

5. DEFAULT AND BREACH OF CONTRACT

- 5.1 Neglect or failure of the TOWNSHIP to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions (EXCEPT THOSE REASONABLY FORESEEABLE IN CONNECTION WITH THE USES CONTEMPLATED BY THIS AGREEMENT), or any other cause not reasonably within the TOWNSHIP'S control. The TOWNSHIP, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.
- 5.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the TOWNSHIP shall have thirty (30) days from the date of such notification to remedy the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the TOWNSHIP to remedy the default shall result in termination of this Agreement by ODOT.
- 5.3 Upon a termination of this Agreement sidewalk ODOT, ODOT shall conduct an inspection of the sidewalk to determine whether the sidewalk has been maintained in an acceptable condition. If the facility is not maintained to an acceptable degree and condition, then ODOT may take any measures necessary to maintain the sidewalk. The TOWNSHIP shall be held responsible for full restitution of all expenses incurred in maintaining the sidewalk.
- 5.4 No remedy herein conferred upon or reserved ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the TOWNSHIP shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

6. GENERAL PROVISIONS

- 6.1 The signing of the Agreement does not in any way abridge the right of the Director of Transportation in his jurisdiction over the state highway system. If, at any time, it becomes necessary, in the opinion of the Director of Transportation to order the removal, reconstruction, relocation, or repair of the sidewalk, said removal work shall be completed wholly at the expense of the TOWNSHIP, and be made as directed by the Director of Transportation.
- 6.2 This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement.
- 6.3 Neither this Agreement nor any rights, duties, or obligation described herein shall be assigned

by any party hereto without the prior express written consent of the other parties. Any change to the provisions of this Agreement must be made in a written amendment executed by all parties.

- 6.4 This Agreement shall be construed and interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 6.5 The District Deputy Director of District 8 shall have full authority to ensure the full compliance of the provisions of this Agreement.
- 6.6 The signing of the Agreement or the doing of any work thereunder shall constitute an agreement by the TOWNSHIP to comply with all of the conditions and restrictions written herein.
- 6.7 The TOWNSHIP shall be responsible for all suits, actions or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect or on account of any wrongful act or omission on the part of the TOWNSHIP as a result of the maintenance of said sidewalk.
- 6.8 The TOWNSHIP shall comply with the Air Pollution requirements of Rule 3745-17-08 of the Ohio Administrative Code Promulgated and enforced by the Ohio Environmental Protection Agency.
- 6.9 This agreement may be terminated by either party upon ninety (90) days written notice to the other party. Upon mutual written consent of the parties, this agreement can be renewed for periods of one year.

7. SIGNATURES

- 7.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this agreement on such principal's behalf.

**STATE OF OHIO**

**Department of Transportation**

By: \_\_\_\_\_  
Pamela Boratyn, Director

Date: \_\_\_\_\_

**Hamilton TOWNSHIP**

By: \_\_\_\_\_  
Township Administrator

Date: \_\_\_\_\_  
**Hamilton TOWNSHIP**

By: \_\_\_\_\_  
, Township Trustee

Date: \_\_\_\_\_

**Hamilton TOWNSHIP**

By: \_\_\_\_\_  
, Township Trustee

Date: \_\_\_\_\_



**Office of Public Works  
4/15/2026 Trustee Meeting**

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The following motion is requested by the Board of Hamilton Township Trustees from the Public Works Department:

**Motion to approve the purchase of a cemetery deed as presented to the board.**

- Cemetery Deed –
  - Deborah Dowell purchased Lot 236 grave 5 in Maineville Addition, deed number 2026-3

Budget Impact: N/A

# Deed For Cemetery Lot

Rev. Code, Sects. 517.07,.14; 759.12,31

Deed Number. # 2026-3

## KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned Trustees of Hamilton Township, Mark Sousa, Joe Rozzi, Darryl Cordrey, in the County of Warren and State of Ohio, for and in consideration of the sum of \$ 2,000 Dollars, to us paid by Debra Dowell Current Address: 10343 Breentmoor Dr. Loveland Oh. 45140 the receipt whereof is hereby acknowledged, do hereby **GRANT, BARGAIN, SELL AND CONVEY** to the said:

**Debra Dowell**

and HIS/HER/THEIR heirs forever the following described lot or parcel of land in **Maineville Addition : Lot: 236 Grave (s) 5** as described upon the plat of said Cemetery, on file in the office of the Administration of said TO HAVE AND TO HOLD the same to the said

**Debra Dowell**

and HIS/HER/THEIR heirs, to be used for the purposes of burial only, subject to the laws of this State regarding Cemeteries and the rules and regulations of the officers having control of said Cemetery.

**In Witness Whereof**, We have hereunto set our hands on this 15th day of April A.D. 2026

**Signed and Acknowledged in presence of**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

in Warren County, Ohio.

**\*\* The State of Ohio, Warren County, ss.**

**Be It Remembered**, That on this 15th day of April A.D. 2026 before me, the subscriber, a **Notary Public** in and for said County, personally came the above named Trustees of Hamilton Township in Warren County, State of Ohio, and as such officers, acknowledged the signed and sealing of the foregoing conveyance to be their voluntary act and deed, for the uses and purposes therein mentioned.

**In Testimony Whereof**, I have hereunto subscribed my name, and affixed my official seal, on the day and year last aforesaid.

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**Office of Human Resources  
4/15/2026 Trustee Meeting**

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The following motion(s) is/are requested to the Board of Hamilton Township Trustees from the Human Resources Manager:

**Motion to approve the amendment of the Hamilton Township roster as presented.**

- On roll Ashleigh Meece as full-time Firefighter/EMT in the Fire Rescue Department, contingent on pre-employment testing; effective April 27, 2026; starting base pay \$23.57/hour per current collective bargaining agreement.
- On roll Piotr Mieczkowski as full-time Firefighter/EMT in the Fire Rescue Department, contingent on pre-employment testing; effective April 27, 2026; starting base pay \$23.57/hour per current collective bargaining agreement.
- Adjust Human Resources Manager Cheryl Allgeyer pay rate to \$44.26/hour; effective April 13, 2026.
- Adjust Planning & Zoning Director Cathy Walton pay rate to \$44.71/hour; effective April 13, 2026.