

# West Chester

— OHIO —

## Trustees Meeting Agenda April 26, 2022

### Trustees

Mark S. Welch, Chair  
Ann Becker  
Lee Wong

### Fiscal Officer

Bruce Jones  
Administrator  
Larry D. Burks

6:00 P.M.

### Regular Meeting

#### Mr. Welch

- Convene
- Roll Call
- Pledge

### Citizen's Comments

(2 minutes per person limited to a total of 10 minutes)

#### Mr. Burks

### Presentations

- A. Lisa D. Brown, West Chester Township Administration - Strategic Plan Update
- B. Dan Deters - Energy Alliances Aggregation Specialist

#### Mr. Welch

### Action Items - For approval by motion

- C. Motion to approve Trustee Special Meeting Minutes - February 11, 2022
- D. Motion to approve Trustee Regular Meeting Minutes - April 12, 2022
- E. Motion to approve Trustee Emergency Meeting Minutes - April 20, 2022
- F. Motion to approve payment of bills

#### Mr. Burks

### Requisitions - Greater than \$7,500.00

- |             |               |   |
|-------------|---------------|---|
| 1. CIT      | \$ 8,071.49   | Sayers Company - Purchase 25 NetMotion Mobility Licenses with support                     |
| 2. Fire     | \$ 11,320.00  | Vogelpohl Fire Equipment, Inc. - Purchase five hydraulic forcible entry tools (CIP# 1675) |
| 3. Services | \$ 453,235.41 | Ford Development Corp - Widen Crescentville Road (CIP# 1716)                              |
| 4. Services | \$ 45,000.00  | Butler County Engineer's Office - Manage Crescentville Road widening (CIP# 1716)          |

#### Mr. Burks

### Personnel Items

None

**Mr. Burks**

**Business Items**

5. Adm Motion to accept proposal from Parlay Consulting Firm to provide strategic planning services, not to exceed \$15,000.00
6. Adm Motion to approve agreement between West Chester Township Board of Trustees and Sedgwick Claims Management Services, Inc., not to exceed \$17,040.00, for 2023 BWC third party administrator services; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement
7. Adm Motion to approve Resolution No. 09-2022 requesting the Board of County Commissioners of Butler County, Ohio to include the entire area of West Chester Township in the area restricted from construction of energy facilities as outlined in Ohio Revised Code Section 303.58 (A)
8. Adm Motion to authorize Township Administrator to enter into a Natural Gas Aggregation Agreement with a natural gas supplier recommended by Energy Alliances, Inc., provided that the accepted aggregation rate is below the current Duke Energy Ohio Gas Cost Recovery (“GCR”) rate at the time of execution, for a period not to exceed 24 months from the start of the program
9. Police Motion to apply for the 2022-2023 U.S. Department of Justice Bulletproof Vest Grant; and, authorize Township Administrator to accept said grant if awarded
10. Services Motion to seek permission from the Ohio Public Works Commission and to enter into an easement agreement on Township property with the Butler County Water & Sewer Department for equalization storage at the Upper Mill Creek Water Reclamation Facility; and, authorize Township Administrator to execute any and all documents necessary to effectuate the agreement with Law Director approval
11. Services Motion to approve Resolution No. 12-2022 declaring surplus items for disposal

**First Reading of Resolutions & Reading of Emergency Resolutions**

**Citizen’s Comments**

**Second Reading & Vote on Pending Resolutions & Vote on Emergency Resolutions**

**Discussion Items & Elected Official Comments**

**Executive Session**

Property, personnel & pending litigation with Legal Counsel

**Adjourn**

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Presentation Item
<b>Submitted By:</b>	
Lisa Brown, Assistant Township Administrator	

<b>Motion:</b>
Lisa D. Brown, West Chester Township Administration - Strategic Plan Update

<b>Background:</b>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Presentation Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Dan Deters - Energy Alliances Aggregation Specialist

<b>Background:</b>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Action Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to approve Trustee Special Meeting Minutes - February 11, 2022

<b>Background:</b>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

**Record of Proceedings: February 11, 2022**  
**West Chester Township Board of Trustees - Special Meeting**

Convene: Chairperson Welch convened the meeting at 3:31 p.m.  
Roll Call: Mr. Welch, Mrs. Becker, and Mr. Wong responded.  
Pledge of Allegiance: Repeated by those present.

Business Items

Mr. Burks introduced the agenda item by noting the West Chester Township Board of Trustees entered into a Memorandum of Understanding on January 25, 2022 for the “Streets North” project. After discussions with Dillin, Inc, the project developer, Administration recommends consolidating project development under one owner and one development firm, which requires an amendment to remove one property owner and only obligate Brooks Creek to the terms of the MOU.

**MOTION** made by Mrs. Becker, seconded by Mr. Wong, to amend Memorandum of Understanding between West Chester Township (the “Township”) and various entities controlled by Mr. Peter Mather including Hamilton County Regional Business Park, LLC, Union Centre 47 LLC and Brooks Creek Development, LLC, (collectively “Brooks Creek”); and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said Memorandum of Understanding. Discussion: none. **Motion carried unanimously.**

Adjournment

**MOTION** made at 3:34 p.m. by Mr. Wong, seconded by Mrs. Becker, to adjourn the February 11, 2022 Special meeting. Discussion: none. **Motion carried unanimously.**

Respectfully Submitted,

Approved,

\_\_\_\_\_  
Bruce Jones, Fiscal Officer

\_\_\_\_\_  
Mark Welch, Chairperson

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Action Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to approve Trustee Meeting Minutes - April 12, 2022

<b>Background:</b>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

**Record of Proceedings: April 12, 2022**  
**West Chester Township Board of Trustees - Regular Meeting**

Convene: Chairperson Welch convened the meeting at 6:00 p.m.  
Roll Call: Mr. Welch, Mrs. Becker, and Mr. Wong responded.  
Pledge of Allegiance: Repeated by those present.

Citizen's Comments

Nameste Desai, 4330 Tylers Estate Drive, explained the Hindu Holi, Festival of Colors, and said they were beginning a new American tradition called United Festival of Colors. The purpose for United Festival of Colors was to bring everyone together. She also noted contributions made by the Hindu community.

Renu Gupta, 6070 Eaglet Drive, commented on the genocide of Bengalis by Pakistan.

Gary Rossignal, 7844 Wise Court, said he loves West Chester and it should have a performing arts center.

Presentations

Dennis Dick, West Chester Township Communications & IT Director, accepted the Proclamation recognizing National Public Safety Telecommunicators Week and expressed his appreciation.

Jenni Szolwinski, The West Chester/Liberty Chamber Alliance, presented on the history of the chamber and benefits of chamber membership.

Action Items – For Approval by Motion

**MOTION** made by Mrs. Becker, seconded by Mr. Wong, to approve payment of bills.  
Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mrs. Becker, seconded by Mr. Wong, to approve the Trustee Meeting Minutes for March 22, 2022, 2022. Discussion: none. **Motion carried unanimously.**

Mr. Burks submitted the following requisitions greater than \$7,500:

Requisitions – Greater than \$7,500.00

- 1. Adm        \$62,207.99 Frost Brown Todd LLC - Legal Services through February 28, 2022 (various departments)
- 2. Fire        \$13,367.95 Lexipol LLC - Renew annual agreement for online subscription services for Fire Department Policy Manual and Training Resources
- 3. Fire        \$11,355.20 Vogelpohl Fire Equipment, Inc. - Purchase 120 Globe Guard carcinogen hoods (CIP# 1673)



- 4. Fire           \$9,999.00 Geargrid LLC - Replace existing linear rack gear storage with(CIP# 1674)
- 5. Services   \$592,803.54 W.G. Stang, LLC - Extend Smith Road path (CIP #919)
- 6. Services   \$41,000.00 Butler County Engineer's Office - Manage Extension of Smith Road path (CIP# 919) April 12, 2022
- 7. Services   \$25,000.00 Emcor Facilities Services, Inc. - Allocate cleaning fees for Muhlhauser Barn

**MOTION** made by Mrs. Becker, seconded by Mr. Wong, to approve payment of requisitions 1 through 7. Discussion: In response to Mrs. Becker's questions, Mr. Burks said the Smith Road path will approximate a half mile. He appreciated that Butler County will perform the work and that the Township had received an OKI grant. Mr. Welch said the money from OKI was from the FAST Act, Fixing America's Surface Transportation, and it is funded by our gasoline tax. He said the balance of \$155,243 will be paid by the Township from the 747 TIF fund. It was noted the path will be a 10' concrete path. **Motion carried unanimously.**

Personnel Items

Mr. Burks introduced Personnel Items 8 through 13 as follows:

- (8) To approve a 3% raise for West Chester Township Administrator, Larry D. Burks, effective April 17, 2022.
- (9) To approve a 3.5% merit pool for the 2022 merit performance increases; and, a not to exceed 4% individual increase for qualified non-contract exempt and nonexempt employees; and, authorize the Township Administrator to approve and apply said merit performance increases effective the pay period closest to July 1, 2022.
- (10) To accept various employee resignations per an attached memo.
- (11) To hire Katy Kanelopoulos to the position of Economic Development Manager effective April 4, 2022 at the hourly rate of \$31.00.
- (12) To hire three Part-Time Firefighter/EMTs or Paramedics to fill vacant positions effective April 19 (Alysha Lawson) and April 20, 2022 (Joshua Urley, and David Guilford), at the hourly rate of \$19.39.
- (13) To hire Tristan Brenner to the position of full-time police officer effective March 28, 2022 at the bi-weekly salary of \$2,521.34.

**MOTION** made by Mr. Wong, seconded by Mrs. Becker, to approve all Personnel Items, eight through thirteen. **Motion carried unanimously.**

**MOTION** made by Mr. Welch, seconded by Mrs. Becker, to make the 3% raise for West Chester Township Administrator, Larry D. Burks retroactive to Mr. Burks' 2022 employment anniversary date, which is February 19<sup>th</sup>. Discussion: none. **Motion carried unanimously.** Thereupon, Mr. Jones swore in Mr. Brenner, accompanied by Chief Herzog and Assistant Chief Rebholz. Subsequently, Chief Herzog presented him with a badge for the West Chester Police Department and Assistant Chief Rehholdz presented him with a Challenge Coin.

Business Items

**MOTION** made by Mrs. Becker, seconded by Mr. Wong, to advertise request for quote (RFQ)

for Township-wide copier equipment services. Discussion: none. **Motion carried unanimously.**

Mr. Burks introduced the next item saying the township would like to apply this grant to the East Fork Mill Creek Restoration Project. He explained the process and grant potential.

**MOTION** made by Mrs. Becker, seconded by Mr. Wong, to apply for the Kubota Hometown Proud grant; and, authorize Township Administrator to accept said grant(s) if awarded.

Discussion: none. **Motion carried unanimously.**

Mr. Burks introduced the next item noting the chamber's presentation earlier in the meeting, adding that they gave the township an expansion lead in the township of which the township was not aware.

**MOTION** made by Mr. Wong, seconded by Mrs. Becker, to approve 2022 Gold Sustaining Sponsorship of \$10,000.00 to the West Chester Liberty Chamber Alliance; and, authorize Township Administrator to sign Memorandum of Understanding setting the terms for the investment. Discussion: none. **Motion carried unanimously.**

Mr. Burks introduced the next item saying this item does not apply to personal use.

**MOTION** made by Mrs. Becker, seconded by Mr. Wong, to approve Resolution No. 09-2022 requesting the Board of County Commissioners of Butler County, Ohio to include the entire area of West Chester Township in the area restricted from construction of energy facilities as outlined in Ohio Revised Code Section 303.58 (A). Discussion: Mr. Birks provided additional clarification. He responded to Mrs. Becker's question as to what constitutes "large and economically significant" by saying he understood it to mean generating power "for profit".

Additional discussion ensued. **Motion carried**, Mr. Wong dissenting. Then a **MOTION** was carried unanimously to retract the approved motion, and a **MOTION** was made to table the item until the next Regular meeting. Discussion: Mr. Welch questioned as to whether the motion would be brought up again in a future meeting. Mrs. Becker said she would do some additional research. **Motion carried unanimously.**

Mr. Burks introduced the next item saying this was a nuisance abatement matter. The property owner eventually tore down the property and the owner agreed to pay all fees and fines.

**MOTION** made by Mrs. Becker, seconded by Mr. Wong, to approve Statutory Resolution No. 10-2022 approving settlement agreement with Karen Viox for property located at 7860 Lesourdsville-West Chester Road; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement. Discussion: none.

**Motion carried unanimously.**

**MOTION** made by Mrs. Becker, seconded by Mr. Wong, to not object to a new D1 liquor permit for Chipotle Mexican Grill of Colorado LLC, DBA Chipotle Mexican Grill 3431, 7903 Crossings of Beckett Drive, Ste. 101. Discussion: none. **Motion carried unanimously.**

Mr. Burks introduced the next item saying the agreement is for ODOT to install and maintain pre-emptive signaling equipment.

**MOTION** made by Mrs. Becker, seconded by Mr. Wong, to approve agreement between West Chester Township Board of Trustees and Ohio Department of Transportation for an Emergency

Vehicle Preemption Installation and Maintenance Agreement; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement. Discussion: none. **Motion carried unanimously.**

Mr. Burks introduced the next item saying this is for a new trail at VOA park that would run from Butler-Warren Road to the VOA Shopping Center.

**MOTION** made by Mrs. Becker, seconded by Mr. Wong, to approve Resolution No. 11-2022 supporting a grant application by the West Chester Board of Trustees and MetroParks of Butler County Requesting Funding from Recreational Trails Program (RTP) and/or Clean Ohio Trails Fund (COTF) for new Tylersville Trail at Voice of America and authorize Township Administrator to accept said grant, if awarded. Discussion: none. **Motion carried unanimously.**

#### First Reading of Resolutions & Reading of Emergency Resolutions

There were no first readings of resolutions or readings of emergency resolutions.

#### Citizen's Comments

Lee Redke, 6609 Chessie3 Drive, commented on the recycling dumpsters in the township, observing that some of them are used for disposal of furniture and appliances, sometimes blocking the intended use of the recycling dumpsters.

#### Second Reading & Vote on Pending Resolutions & Vote on Emergency Resolutions

Mr. Burks read "Resolution No. 07-2022 approving Major Change to a PUD Case #MC01-22 - The Village North.

**MOTION** made by Mrs. Becker, seconded by Mr. Wong, to approve Resolution No. 07-2022. Discussion: Mr. Welch commended the developer for their commitment to the project by purchasing the property prior to approval. **Motion carried unanimously.**

Mr. Burks read "Resolution No. 08-2022 approving Zoning Map Amendment and Preliminary Development Plan for Case # ZMA02-22 West Chester Township Activity Center at 7900 Cox Road.

**MOTION** made by Mrs. Becker, seconded by Mr. Wong, to approve Resolution No. 08-2022 approving Zoning Map Amendment and Preliminary Development Plan for Case # ZMA02-22 West Chester Township Activity Center. Discussion: Mr. Welch noted this is pre-emptive zoning taken in order to streamline the process for any prospective purchaser. **Motion carried unanimously.**

#### Discussion Items & Elected Official Comments

In response to Mr. Welch's comment about the recycling bins, responding to the Citizen Comment, Chief Herzog commented on the police department's history in addressing the problem of people dumping at the bins.

Mr. Wong noted the Board had approved two permanent pickleball courts at Keehner Park and recognized the increased popularity of the activity. He said he's asking for two additional court overlapping the tennis court, defined merely with painted lines. He added that nets would not be permanent and the cost would be about \$600 for paint. Discussion ensued about tennis usage in the area and maintaining civility.

Mr. Burks said the Township is still seeking alternates for the BZA and Zoning Commission and asks for applications from the community. He also recognized the first annual Don Crain High School Invitational Tournament.

Mrs. Becker noted upcoming activities in the township.

Mr. Wong reiterated a Citizen's Comment that West Chester needs a Performing Arts Center.

Mr. Jones commented on the agenda discussion about the Resolution to prohibit "economically significant" windfarms and solar panel facilities saying they receive government subsidies because they're not economically feasible to begin with. The Resolution offers no protection.

### Recess to Executive Session

At 7:33 p.m., Mr. Welch asked for a motion to recess the Regular meeting and go into Executive Session with legal counsel for the purpose of considering and discussing, (1) To consider the purchase of property for public purposes, the sale of property by competitive bid, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property in accordance with section 505.10 of the Revised Code; (2) preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment; (3) to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance

**MOTION** made by Mrs. Becker, seconded by Mr. Wong. Mr. Welch said the Board would return from Executive Session. Discussion: none. **Motion carried unanimously.** Mr. Welch declared the meeting in recess.

### Post Executive Session/ Adjournment

**MOTION** made at 9:02 p.m. by Mrs. Becker to adjourn the Executive Session and resume the April 12, 2022 Regular meeting, seconded by Mr. Wong. Discussion: none. **Motion carried unanimously.**

**MOTION** made by Mr. Wong, seconded by Mrs. Becker, to adjourn the meeting. Discussion: none. **Motion carried unanimously.**

**Respectfully Submitted,**

**Approved,**

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**Bruce Jones, Fiscal Officer**

**Mark Welch, Chairperson**

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Action Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to approve Trustee Emergency Meeting Minutes - April 20, 2022

<b>Background:</b>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

**Record of Proceedings: April 20, 2022**  
**West Chester Township Board of Trustees - Special Meeting**

Convene: Chairperson Welch convened the meeting at 1:30 p.m.  
Roll Call: Mr. Welch, Mrs. Becker, and Mr. Wong responded.  
Pledge of Allegiance: Repeated by those present.

Business Items

Mr. Burks introduced the next item saying the property at 7900 Cox Road was marketed a few years ago with an RFP and we engaged with Regency Centers. That project did not work out. We engaged a broker and Susan Stretch from North Ridge Realty is here to answer any questions.

**MOTION** made by Mrs. Becker, seconded by Mr. Wong, to approve contract between West Chester Township Board of Trustees and RS Professional LLC for the purchase of Township owned property located at 7900 Cox Road; and, to authorize Township Administrator to negotiate all documents necessary to effectuate and execute contract, with Law Director approval. Discussion: At Mr. Welch’s request, Susan Stretch, Northridge Realty, 7334 Country Club Lane, addressed the Board, explaining the terms and related considerations. Mr. Welch commended the prospective buyer for their entrepreneurial spirit. **Motion carried unanimously.**

Adjournment

**MOTION** made at 1:43 p.m. by Mrs. Becker, seconded by Mr. Wong, to adjourn the April 20, 2022 Special meeting. Discussion: Mr. Burks thanked everyone for their responsiveness. **Motion carried unanimously.**

Respectfully Submitted,

Approved,

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**Bruce Jones, Fiscal Officer**

**Mark Welch, Chairperson**

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Action Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to approve payment of bills

<b>Background:</b>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Requisition Item
<b>Submitted By:</b>	
Dennis Dick, Director of Communications and Information Technology	

<b>Motion:</b>
Sayers Company - \$8,071.49 - Purchase 25 NetMotion Mobility Licenses with support

<b>Background:</b>
<p>NetMotion, in conjunction with other RSA security fobs, is used to provide direct and secure connection between mobile devices and the Township network. These licenses are needed for both the Police and Fire department tablets deployed in cruisers and fire engines.</p> <p>Purchase includes support through the end of 2022.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; Operational		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S221087	<b>Total Encumbrance:</b>	\$ 8,071.49





www.sayers.com -

PREPARED BY

Peggy Kerber  
Sales Support  
847-391-4066  
Mobile:  
pkerber@sayers.com

PREPARED FOR

**West Chester Ohio Police  
Department**  
West Chester, Ohio 45069  
  
Hector Ortiz  
hortiz@westchesteroh.org  
(513) 759-7291

QUOTE INFORMATION

Quote #: 018059  
Version: 1  
Delivery Date: Apr 06, 2022  
Expiration Date: May 26, 2022  
Terms: Net 30

25 ADD ON PERP VER 11

PART #	DESCRIPTION	SERIAL #	COVERAGE START DATE	COVERAGE END DATE	PRICE	QTY	EXT. PRICE
11NMUPA100	<b>NetMotion Mobility - Universal Device License Includes: * Policy Module * Analytics</b>				\$5,625.00	1	\$5,625.00
Subtotal							<b>\$5,625.00</b>

NetMotion Maintenance & Support

PART #	DESCRIPTION	SERIAL #	COVERAGE START DATE	COVERAGE END DATE	PRICE	QTY	EXT. PRICE
11NMXP25	<b>Mobility Premium Software Maintenance * 24x7 technical support * Major version upgrades * Tech notes and web based support * Patch and point releases at no additional charge * Guaranteed response time</b>		4/22	12/31/22	\$2,446.49	1	\$2,446.49
Subtotal							<b>\$2,446.49</b>



www.sayers.com -

## Quote Summary

DESCRIPTION	AMOUNT
25 ADD ON PERP VER 11	\$5,625.00
NetMotion Maintenance & Support	\$2,446.49
Total	<b>\$8,071.49</b>

### Terms & Conditions

- All pricing, fees, and amounts listed are exclusive of taxes, duties, shipping fees, and similar amounts, all of which are the Customer's responsibility.
- We reserve the right to cancel orders arising from pricing or other errors.
- The items in this quote may be non-cancellable or non-returnable once ordered.
- The pricing and payment terms offered in this quote are subject to approved credit.

To accept this quote and place your order, please submit a Purchase order to your account executive referencing this quote number.

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Requisition Item
<b>Submitted By:</b>	
Rick L. Prinz, Fire Chief	

<b>Motion:</b>
Vogelpohl Fire Equipment, Inc. - \$11,320.00 - Purchase five hydraulic forcible entry tools (CIP# 1675)

<b>Background:</b>
<p>As the landscape of West Chester Township continues to evolve, the construction of numerous hotels and multi-family buildings with interior corridors has occurred over the last 10 years. With the continuing construction trend there is a 50 million dollar multi-family project under construction.</p> <p>In order to meet code requirements, the doors within the hallways are metal doors with metal frames. During fires, metal doors must be forced open to either extinguish the fire or to ensure no victims are in the living units. Due to the metal door and frame, the conventional forcible entry tools require two firefighters working for extended periods of time to force each door open. Often times, the forcible entry is conducted in smoke filled corridors, which require coordination of two firefighters striking two tools together; often resulting in injury due to an inaccurate strike of the tools. These injuries can cost tens of thousands of dollars in medical bills and back fill costs.</p> <p>In order to reduce the possibility of firefighter injury, and to create less damage to the building owner's door, the Fire Department has created CIP# 1675 in the amount of \$12,500.00. CIP# 1675 is intended to purchase five hydra rams for the Fire Department's front line apparatus.</p> <p>Hydra rams utilize a hydraulic ram that forces the door open. This hydraulic operation allows one firefighter to set and force the door, eliminating the two person (often blind) operation. The West Chester Fire Department has conducted research with the Cincinnati Fire Department and other departments that utilize the hydra ram to ensure the specifications work well in the interior corridor environment.</p> <p>We have selected Vogelpohl as the supplier, having the lowest cost of \$11,220.00 among three quotes obtained; \$100.00 has been added for shipping costs.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; Operational, CIP		
	<b>CIP #:</b>	1675		
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S221034	<b>Total Encumbrance:</b>	\$ 11,320.00

# QUOTE



# VOGELPOHL FIRE EQUIPMENT

2770 Circleport Drive Erlanger, KY 41018  
www.vogelpohlfire.com

Quote #: Q004097  
Date: Apr 11, 2022  
Expiration: May 11, 2022  
Contact: Mike Rust  
Cell: 859-653-0183  
Email: mike.rust@vogelpohlfire.com

## ISSUED TO

Ryan Asbrock  
West Chester Fire Dept  
9119 Cinti-Dayton Road  
West Chester OH 45069

	Payment Terms	Freight		
	Net Due in 15 Days	Not Included		
Qty	Description		Each	Extended
5	Fire Hooks, HR-1, Hydra Ram 1, One person, 11lb hydraulic forcible entry tool with 4" max thrust opening and 10000lbs of force. Includes carrying case and mallet		\$2,208.00	\$11,040.00
1	FREIGHT-S: Freight for Equipment, estimated		\$180.00	\$180.00
				<b>\$11,220.00</b>

Thank you for the opportunity to provide you with this proposal.

Shop By Brand ▾

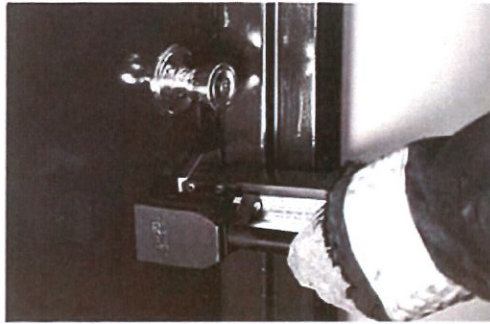
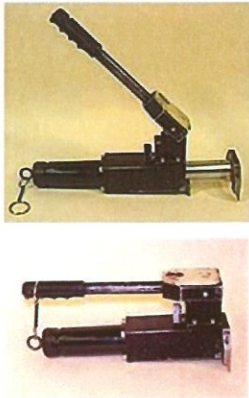
MY ACCOUNT



(<https://firepenny.com/>)

*Additional Quote*

- Home (<https://firepenny.com/>) ▶ Shop All (<https://firepenny.com/shop-all/>) ▶ Rescue (<https://firepenny.com/shop-all/rescue/>)
- ▶ Forcible Entry (<https://firepenny.com/shop-all/rescue/forcible-entry/>)
- ▶ Fire Hooks Unlimited Hydra Ram 1 ([https://firepenny.com/Fire\\_Hooks\\_Unlimited\\_Hydra\\_Ram\\_1\\_\\_p/FHU-HR-1.htm](https://firepenny.com/Fire_Hooks_Unlimited_Hydra_Ram_1__p/FHU-HR-1.htm))



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**FIRE HOOKS UNLIMITED ([HTTPS://FIREPENNY.COM/FIRE-HOOKS-UNLIMITED-1/](https://firepenny.com/fire-hooks-unlimited-1/))**

## Fire Hooks Unlimited Hydra Ram 1

**\$2,400.00**

SKU: FHU-HR-1

Shipping: Calculated at Checkout

Quantity:

SHOW SIDEBAR +

Need Help? Call 888-681-1009

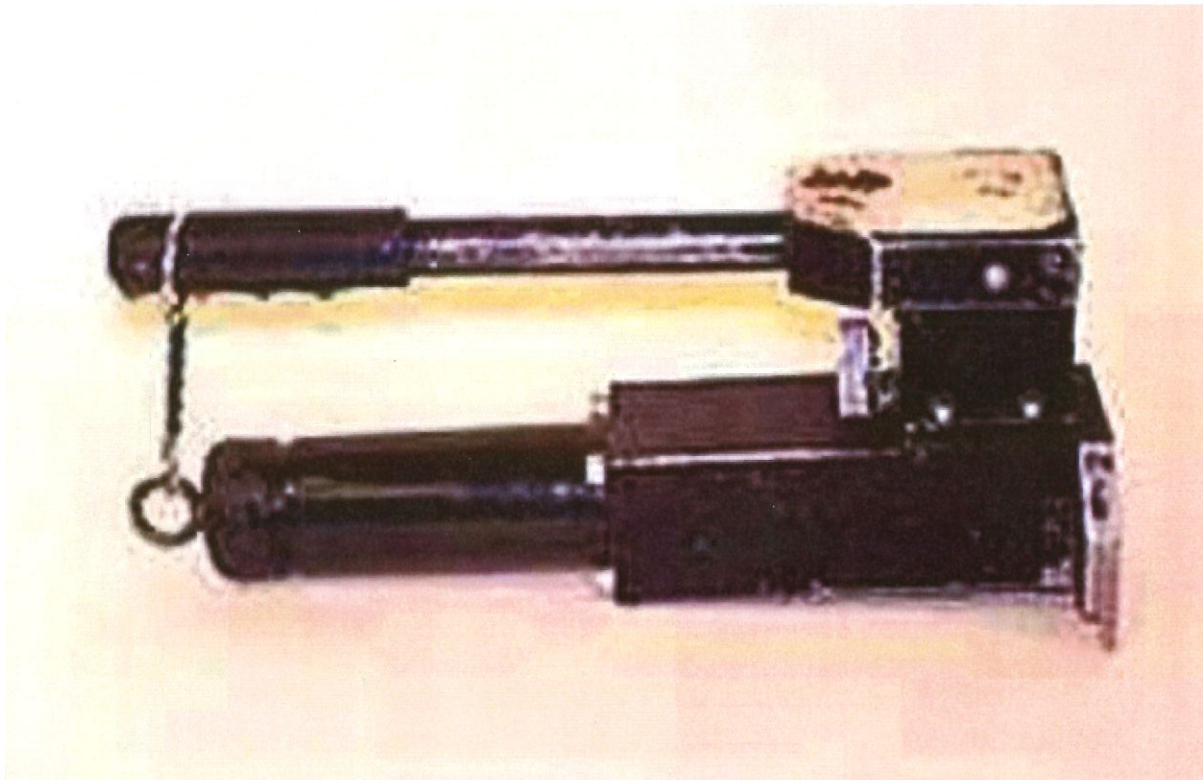


Additional Quote



# (1) Hydra Ram Hydraulic Forcible Entry Tool

★★★★★ (0) No Reviews yet



\$2,280.00

SKU: FHU-HR-1



(/price-match-policy)

OPTIONS



Quantity

Quantity selector with minus, 1, and plus buttons

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Requisition Item
<b>Submitted By:</b>	
Tim Franck, Director of Community Services	

<b>Motion:</b>
Ford Development Corp - \$453,235.41 – Widen Crescentville Road (CIP# 1716)

<b>Background:</b>
<p>In 2017, Sharonville, Springdale, West Chester and the BCEO partnered to submit a road widening project on Crescentville Road for OKI Funding. The project was approved in 2018 and scheduled for 2022.</p> <p>The project includes widening Crescentville Road to a three-lane section with a two-way left-turn lane. Signal improvements are included at the intersections of Tivoli Lane, Chesterdale Road, and International Boulevard.</p> <p>The estimated cost for the project was \$6,888,681.00. At that time the Township created CIP# 1716 in the amount of \$700,000.00 in TIF Funds to cover the local match for the project. The BCEO bid the project earlier this spring and the low bidder was Ford Development for \$6,107,137.00. The BCEO will also provide construction management on the project.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; CIP, TIF		
	<b>CIP #:</b>	1716		
	<b>TIF Info:</b>	218		
	<b>Purchase Order:</b>	S221094	<b>Total Encumbrance:</b>	\$ 453,235.41

CONTRACT NO. 2022-01

THIS CONTRACT is made as of February 28, 2022, in Hamilton, Ohio, by and between the Board of County Commissioners of Butler County, Ohio, on behalf of the County Engineer ("COUNTY"), and Ford Development Corp. ("CONTRACTOR").

WHEREAS, the Butler County Engineer, acting within the scope of his authority under the Ohio Revised Code, has determined that to effectively carry out his responsibilities to construct, reconstruct, improve, maintain, and repair all highways, roads, and bridges within Butler County and within the jurisdiction of the Board of County Commissioners will require certain construction services as hereinafter defined; and,

WHEREAS, the CONTRACTOR has represented to the COUNTY that it possesses the necessary expertise and capabilities to render such construction services as hereinafter defined; and,

WHEREAS, upon completion of the competitive bidding process set forth in the Ohio Revised Code, CONTRACTOR was determined to be the lowest and best bid; and,

WHEREAS, the COUNTY desires to engage the CONTRACTOR to render these construction services as hereinafter defined;

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth hereinafter, the sufficiency of which is hereby acknowledged, the COUNTY and the CONTRACTOR do hereto agree as follows:

**I. SCOPE OF SERVICES AND COMPENSATION:**

- A. CONTRACTOR does hereby agree with the COUNTY, for the consideration herein below mentioned, to furnish at CONTRACTOR'S sole proper cost and expense all necessary materials, tools, equipment, plant, and labor of every description and shall construct and complete in good, substantial, workmanlike, and approved manner, acceptable to the COUNTY, as expeditiously as is consistent with professional skill and care and the orderly progress of the work hereunder, to wit:

**BUT/HAM-CR3-1.32, CRESENTVILLE ROAD WIDENING, PID#109704**

The work shall be performed in accordance with the surveys, plats, plans, cross-sections, proposal notes, specifications, and profiles on file in the office of the said County Commissioners relating to this project which are hereby made a part of this CONTRACT, being CONTRACT NO. 2022-01 (the "PROJECT"). The following are hereby combined and incorporated by reference herein, as part of this CONTRACT: the contents of the Bid



Documents packet prepared by the Butler County Engineer's Office for this CONTRACT including all engineering and legal requirements enumerated therein; the proposal submitted by CONTRACTOR for this CONTRACT which includes CONTRACTOR'S bid (also attached hereto in Exhibit A); any addenda or clarifications issued prior to opening of bids (also attached hereto in Exhibit A); the State of Ohio Department of Transportation's *Construction Material and Specifications* dated January 1, 2019 (except those provisions listed in the Bid Documents as excluded); all bonds required for this CONTRACT; any change orders which may be approved; and the surveys, plats, plans, cross-sections, proposal notes, specifications, and profiles for this PROJECT on file in the office of the County Commissioners.

COUNTY hereby agrees and promises to pay CONTRACTOR at the times, under the conditions, and in the manner specified in the Contract Funding and Payment Process (incorporated herein and attached hereto as Exhibit B) and as may be further specified in the aforementioned Bid Documents. This is not a lump sum contract. This is hereby declared and determined by the COUNTY and CONTRACTOR to be a unit price contract.

B. LPA PROJECT REQUIREMENTS

The PROJECT is a Locally-Administered Transportation Project ("LPA Project") that is paid for in whole or in part by funding made available through the United States government and the State of Ohio Department of Transportation ("ODOT"). Therefore, the ODOT LPA Template, contained in the Bid Documents packet for this PROJECT and setting forth specifications and required contract provisions for locally-administered transportation projects, and any and all other Federal and State of Ohio laws, regulations, executive orders, manuals, and guidelines applicable to this LPA Project are hereby combined and incorporated by reference herein, as part of this CONTRACT; and the CONTRACTOR shall comply with the same in the performance of this CONTRACT.

The estimated cost of the PROJECT exceeds \$500,000. Therefore, Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with LPA funds. As a result, DBE participation goals (for subcontracts, materials, and/or supplies) have been set on this PROJECT for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR Part 26, and, where applicable, qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code. In the event the CONTRACTOR is unable to meet the DBE goal placed on this PROJECT, a request for waiver of all or part of the goal may be made to ODOT, according to then-existing ODOT procedures, with a copy sent to the COUNTY. The written request must indicate that a good faith effort was made to meet the goal. There will be no extension of the time for the PROJECT granted if the CONTRACTOR wishes to pursue the waiver process.

C. EEO REQUIREMENTS

In CONTRACTOR'S bid for this CONTRACT, CONTRACTOR completed and submitted a document captioned "Federally Required EEO Certification." The said Federally Required EEO Certification submitted by CONTRACTOR with its bid and the "Federally Required EEO Certification Clause" attached thereto are hereby combined and incorporated by reference herein, as part of this CONTRACT; and the CONTRACTOR shall comply with the same in the performance of this CONTRACT.

D. UTILITY ADJUSTMENTS

The PROJECT involves utility facilities which shall remain in place or shall be relocated within the construction limits of the PROJECT, as set forth in a document headed "Status of Required Utility Relocations," which was contained in the Bid Documents packet for this PROJECT. The said "Status of Required Utility Relocations," is hereby combined and incorporated by reference herein, as part of this CONTRACT; and the CONTRACTOR shall comply with the same in the performance of this CONTRACT.

II. CONTRACTOR'S RISK:

A. The CONTRACTOR shall be responsible for the CONTRACTOR'S work under this CONTRACT and for the work of other parties undertaking any portion of the CONTRACTOR'S obligation, including compliance with all applicable local, State, and Federal laws and regulations concerning workplace safety. CONTRACTOR has or shall procure, without additional compensation, all permits, certificates, and licenses (including any professional licenses) necessary for CONTRACTOR legally to perform the work under this CONTRACT.

B. The CONTRACTOR shall carry on the PROJECT at its own risk until the work under the contract is fully completed and accepted by the COUNTY. If any loss or damage occurs to or affects the work under the CONTRACT prior to completion and acceptance by the COUNTY, the CONTRACTOR shall at its expense promptly repair or replace the loss or damage, notwithstanding that the CONTRACTOR may collect compensation from the insurance proceeds of any applicable insurance policy that CONTRACTOR carries to cover such loss or damage. The COUNTY'S insurance policies will not, in any event, cover property of the CONTRACTOR.

C. The date of commencement, the date from which the CONTRACT is measured, shall be the 7<sup>th</sup> day of March, 2022. The CONTRACTOR shall achieve substantial completion, approved and accepted by the COUNTY, of the work performed under this CONTRACT no later than the 15<sup>th</sup> day of July, 2023.

D. Time is of the essence of the CONTRACT. CONTRACTOR hereby acknowledges and agrees that the unit price as quoted in the CONTRACTOR'S bid attached hereto in Exhibit A contains and contemplates costs associated with expediting the PROJECT to meet the

PROJECT'S scheduled completion date stated in Section II.C herein. It is mutually understood and agreed by and between the parties to this CONTRACT that the COUNTY will sustain damage should the CONTRACTOR not complete the work under the CONTRACT by the substantial completion date of the 15<sup>th</sup> day of July, 2023, but that such damages will be difficult to ascertain with particularity.

- E. The parties to this CONTRACT hereby stipulate and agree to the payment by the CONTRACTOR to the COUNTY of liquidated damages as set forth in Specification 108.07 of the State of Ohio Department of Transportation's *Construction and Material Specifications* (January 1, 2019) for each calendar day beyond the specified completion date of the 15<sup>th</sup> day of July, 2023, as stated herein and as set forth in the contract time line attached hereto in Exhibit A. Compensation to the COUNTY for damages sustained by it by reason of CONTRACTOR'S delay in not completing the work under the CONTRACT and payment of such sum by CONTRACTOR will not, in any way, be construed as the assessment of a penalty. Such sum shall be deducted from the CONTRACTOR'S final payment by the COUNTY.
- F. It is further agreed that if COUNTY accepts work or makes payments under this CONTRACT after a delay in completion of the work, such acceptance shall not constitute a waiver or modification of any provisions regarding time of completion or liquidated damages. Moreover, the parties to the CONTRACT stipulate and agree that the COUNTY'S right to recover liquidated damages under the CONTRACT shall not substitute for or preclude any right of recovery by the COUNTY for additional costs and damages incurred by the COUNTY for causes unrelated to delay.

### III. EXTENSION OF TIME FOR COMPLETION:

- A. If the CONTRACTOR is delayed in completion of the work by any act or neglect of the COUNTY, by any other contractor employed by the COUNTY, by changes ordered in the work, by unusually severe weather, strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any other cause entirely beyond the CONTRACTOR'S control, or by any cause which the COUNTY determines justifies the delay, the CONTRACTOR shall, within three (3) days after the beginning of such delay, file a written request for additional time with the COUNTY. If the COUNTY, at its sole discretion, determines that such delay is beyond the CONTRACTOR'S control and is justified, then the CONTRACTOR shall be allowed one (1) day additional to the time limitations herein stated for each and every day of delay in the completion of the work.
- B. No claim for damages or any claim, other than for extensions of time as herein provided, shall be made or asserted against the COUNTY by reason of any of the delays herein mentioned. The CONTRACTOR agrees that its sole remedy against the COUNTY for

excusable delays shall be an extension of time; and the CONTRACTOR shall not be entitled to any additional compensation or damages for the delay.

The CONTRACTOR shall not be entitled to damages or to extra compensation by reason of delays occasioned by proceedings to review the awarding of the CONTRACT to the CONTRACTOR or to review the awarding of any other contract to another contractor.

**IV. COUNTY'S RIGHT TO PERFORM WORK AND BACKCHARGE CONTRACTOR:**

- A. If the CONTRACTOR fails or neglects to perform the work under the CONTRACT with the necessary diligence so as to complete the work within the time and to the standards specified in the CONTRACT documents, the COUNTY shall notify the CONTRACTOR in writing of such failure or neglect and the CONTRACTOR shall be given three (3) working days to cure such deficiency. If said CONTRACT involves a road improvement as set forth in Ohio Revised Code Chapter 5555, the COUNTY shall give written notice to the CONTRACTOR'S sureties.
- B. If, within ten (10) days after receipt of such notice, any one of such sureties notifies the COUNTY in writing of its intention to enter upon and complete the work covered under the CONTRACT, such sureties shall be given twenty (20) days after the receipt of such notice to resume construction, unless the time is extended by the COUNTY for good cause shown. Said surety will thereupon abide by the CONTRACT terms with respect to the remainder of the work to be performed under the CONTRACT.
- C. If the CONTRACTOR fails or refuses to cure such failure or deficiency within three (3) days, or if such sureties, entering upon the work according to Ohio Revised Code Section 5555.68, do not carry such work forward with reasonable progress or improperly perform, abandon, or fail to complete the work under the CONTRACT, or, if after receiving notice by the COUNTY of the CONTRACTOR'S failure to diligently perform under the CONTRACT, the sureties do not within ten (10) days give the COUNTY the written notice provided above, the COUNTY shall, without prejudice to any other remedy available to the COUNTY, employ upon the work under the CONTRACT the additional force or supply the materials, or such part of either, as is appropriate to correct the deficiency in the CONTRACTOR'S and/or surety's work under the CONTRACT.
- D. In such event, a change order shall be issued deducting from payments then or thereafter due the CONTRACTOR the costs associated with correcting such deficiencies.
- E. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such costs, the CONTRACTOR and/or the CONTRACTOR'S surety shall pay the amount of the deficiency to the COUNTY.
- F. The COUNTY'S decision to backcharge the CONTRACTOR shall be final.

**V. CONTRACTOR'S WARRANTY:**

CONTRACTOR warrants that upon completion of the work and for a period of one (1) year following the date of the COUNTY'S written acceptance of the work all materials provided and labor performed pursuant to this CONTRACT shall comply with the terms and requirements of the CONTRACT. Upon written notice from COUNTY of a failure of the work to comply with the terms and requirements of the CONTRACT, the CONTRACTOR shall promptly take such corrective action as the COUNTY deems necessary to cure the failure of the work to comply with the terms and requirements of the CONTRACT. If the CONTRACTOR fails or neglects to promptly take such corrective action, the COUNTY may perform or cause to be performed the necessary corrective action and backcharge the CONTRACTOR as provided above. Neither the final payment nor payment in full shall relieve the CONTRACTOR of any responsibility for the CONTRACTOR'S breach of this warranty or for any damage to the work resulting therefrom. The remedies provided in this section shall be cumulative and shall not deprive or deny the COUNTY of the right to any other remedy provided either in this CONTRACT or by Ohio or Federal law.

**VI. CHANGE ORDERS:**

Any work performed by the CONTRACTOR that is not specified in the CONTRACT or its accompanying documents will not be recognized or compensated unless such deviation from the CONTRACT terms is agreed to in writing by the COUNTY prior to the initiation of the work which would result in the deviation from the CONTRACT terms.

**VII. SAFETY:**

CONTRACTOR must provide manufacturer's data sheets for hazardous materials. All safety requirements and regulations are the responsibility of the CONTRACTOR. CONTRACTOR shall indemnify the COUNTY for all fines, penalties, and corrective measures that result, directly or indirectly, from acts or omissions of the CONTRACTOR or from failure to comply with such safety rules and regulations.

**VIII. INDEMNIFICATION AND INSURANCE:**

- A. The terms and conditions governing damage claims and liability insurance which are contained in Specification 107.12 of the State of Ohio Department of Transportation's *Construction Material and Specifications* dated January 1, 2019 ("CMS") are hereby incorporated into this CONTRACT as though rewritten herein, with the exception that, for purposes of this CONTRACT, the CMS references to "Director," "Department," "State," and the like shall refer to COUNTY.
- B. Without limitation upon Section VIII.A. of this CONTRACT, CONTRACTOR agrees as follows in regard to indemnification:

1. CONTRACTOR has the absolute and entire responsibility and liability for all damage, loss, or injury of any kind, direct or indirect, to any person (including death) or property arising out of, or in any manner based on, the performance by CONTRACTOR under the CONTRACT or caused by, or resulting from, the performance of any work on or relating to the PROJECT. CONTRACTOR shall, to the fullest extent permitted by law, protect, indemnify, and hold harmless the COUNTY and ODOT against all losses, claims, damage, expenses (including attorneys' fees and costs), and liabilities arising by reason of any act, omission, conduct, negligence, willful conduct, or default by CONTRACTOR or a subcontractor or their respective employees or agents. Except as may be otherwise provided by applicable law of any governmental authority, the COUNTY'S right to indemnification shall not be impaired or diminished by any act, omission, misconduct, negligence, or default (other than gross negligence or willful misconduct) of the COUNTY or any employee or agent of the COUNTY who contributed or may be alleged to have contributed thereto.
  2. For any work performed under the CONTRACT by CONTRACTOR at the site of the PROJECT or any other site or facility of the COUNTY, CONTRACTOR shall, to the full extent permitted by law, indemnify and hold harmless the COUNTY against all losses, claims, expenses (including attorneys' fees and costs), and liabilities arising out of or based upon bodily injury (including death at any time resulting therefrom) to any person, including employees of the CONTRACTOR or its subcontractors, caused by or related to the performance of any work on or related to the PROJECT.
- C. Without limitation upon Section VIII.A. of this CONTRACT, CONTRACTOR agrees as follows in regard to insurance:
1. Prior to the performance of any work under the CONTRACT at the PROJECT site or at any site or facility of the COUNTY, CONTRACTOR shall provide and, thereafter, shall maintain in effect all insurance types, coverages, and minimum limits stipulated in CMS Specification 107.12. The insurance provided and maintained in effect by CONTRACTOR shall name and cover as additional insureds, at least until final payment on the CONTRACT, all of the entities enumerated in the Bid Documents (see also Exhibit A). CONTRACTOR'S coverage for the additional insureds shall be primary and non-contributory. The Products-Completed Operations coverage shall commence when final payment on the CONTRACT is made and shall extend for a period of two years after the final payment. CONTRACTOR shall require, prior to the performance of any work by any subcontractors, that each subcontractor provide and maintain in effect all insurance types, coverages, and minimum limits stipulated in CMS Specification 107.12.
  2. Prior to the performance of any work on the PROJECT, CONTRACTOR shall furnish COUNTY with satisfactory evidence of insurance coverage in accordance with the

insurance types, coverages, and minimum limits stipulated in CMS Specification 107.12. CONTRACTOR agrees that the insurance provided and maintained in effect by CONTRACTOR shall satisfy all of the insurance requirements enumerated in Section VIII.C.1. of this CONTRACT and shall provide for the waiver of all rights of recovery against COUNTY or its insurer for claim payments made by CONTRACTOR'S insurer. Separate evidence of the insurance stipulated in CMS Specification 107.12, including the Products-Completed Operations coverage described in Section VIII.C.1. of this CONTRACT, shall be furnished by CONTRACTOR with its application for final payment and thereafter upon request of COUNTY until the two years following final payment has expired.

- D. COUNTY does not waive, nor shall its insurer be required to waive [1] any right of recovery against CONTRACTOR or its insurer for claim payments made by COUNTY or its insurer, or [2] the right to recover the cost of making good any faulty or noncomplying workmanship, material, or design with respect to work under this CONTRACT. CONTRACTOR shall not be entitled to compensation by COUNTY for repairing or replacing faulty or noncomplying workmanship, material, or design.

**IX. DOCUMENTATION:**

- A. The CONTRACTOR is responsible for maintaining and securing complete documentation of the work provided under the CONTRACT. Documentation shall mean and include all documents of the CONTRACTOR prepared pursuant to this CONTRACT, including but not limited to all plans, drawings, specifications, reports, maps, electronic files, and other documents in any and all form, regardless of whether the work under the CONTRACT is completed, and all documents provided by the COUNTY to the CONTRACTOR. The documentation shall be subject to audit on a periodic basis and shall be in a form suitable for supporting COUNTY decisions, for work implementation, for making any reports, for historical analysis, and for developing counterclaims or claims analysis in the event of a dispute with any party involved in or affected, directly or indirectly, by the work under this CONTRACT.
- B. Upon completion of the work or termination of this CONTRACT, whichever first occurs, the CONTRACTOR shall provide to the COUNTY, in a properly organized fashion, one (1) copy of each element of the documentation. That copy shall, in the first instance, be the original of any documentation in the custody of the CONTRACTOR, but if no original is available, then a legible and reproducible copy.
- C. During the performance of the work specified under the CONTRACT, the CONTRACTOR shall provide copies of any documentation to the COUNTY upon request.
- D. Suitable security backup shall be provided for all documentation to assure that a reproducible copy of any document is available. For any electronic files generated by the CONTRACTOR

and any files provided to the CONTRACTOR in an electronic form, the CONTRACTOR shall maintain an electronic "back-up" copy for submission to the COUNTY upon completion of the services or the termination of the CONTRACT. The electronic "back-up" copy of any documents generated by the CONTRACTOR shall be provided in a format acceptable to the COUNTY.

- E. The CONTRACTOR shall keep complete and accurate books of account showing the cost of work which shall be open at all reasonable times for inspection by representatives of the COUNTY.
- F. As the COUNTY, ODOT, or the United States government may request from time to time, CONTRACTOR shall make available for inspection and/or reproduction by COUNTY, ODOT, or the United States government all records, books, and documents of every kind and description that relate to this CONTRACT.

**X. INDEPENDENT CONTRACTOR STATUS:**

- A. The CONTRACTOR is an independent contractor and nothing herein contained shall constitute or designate the CONTRACTOR or any of its employees or agents as employees of the COUNTY.
- B. CONTRACTOR warrants that at the time of entering into this CONTRACT, it has no direct or indirect interest, nor shall it acquire any such interest, in any contract which will impede its ability to perform under this CONTRACT.

**XI. ASSIGNMENT AND SUBCONTRACTING:**

The CONTRACTOR shall not have the right or power to assign this CONTRACT or any parts thereof without the express written consent of the COUNTY. The CONTRACTOR shall not subcontract any of its duties under this CONTRACT without notifying the COUNTY and providing the COUNTY with the identity of said subcontractors. *All subcontracts shall be subject to the same terms, conditions, and covenants contained within this CONTRACT.* CONTRACTOR shall require and verify that each subcontractor acquire and maintain the minimum amount of insurance specified in Section VIII of this CONTRACT. CONTRACTOR is responsible for making direct payment to all subcontractors for any and all work performed and/or services provided by such subcontractor.

**XII. DISCLOSURE:**

CONTRACTOR shall not use the COUNTY'S name or photographs of any phase of the work performed under this CONTRACT in any professional publication, magazine, trade paper, newspaper, seminar, or other medium without first receiving the express written



consent of the COUNTY. All press releases relating to the work or this CONTRACT, including graphic display information to be published in newspaper, magazines, and other publications, are to be issued only by the COUNTY unless otherwise agreed to in writing by the CONTRACTOR and the COUNTY.

### **XIII. DATA, PATENTS, AND COPYRIGHTS:**

Any designs, specifications, processes, devices, or other intellectual properties specifically devised for the PROJECT by CONTRACTOR become the property of COUNTY. When requested, such designs, specifications, processes, devices, or other intellectual properties shall become available to COUNTY, ODOT, or the United States government with an unrestricted right to reproduce, distribute, modify, maintain, and use. The CONTRACTOR shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices, or other intellectual properties. In providing such designs, specifications, processes, devices, or other intellectual properties to the PROJECT, CONTRACTOR shall relinquish any proprietary protections if they exist.

CONTRACTOR shall not utilize within the development of the PROJECT any copyrighted, patented, or similarly protected design, specification, process, device, or other intellectual property unless CONTRACTOR has provided for such use by suitable legal agreement with the owner of the copyright, patent, or similar protection. If CONTRACTOR makes use of such protected items for the PROJECT, CONTRACTOR shall indemnify and save harmless the COUNTY and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement at any time during the performance of the work or after completion of the work on the PROJECT.

### **XIV. TERMINATION:**

#### **A. TERMINATION FOR CONVENIENCE**

1. In addition to any other rights provided herein, the COUNTY shall have the right, at any time, for convenience and without cause, to terminate further performance of work under the CONTRACT by delivery of written notice to the CONTRACTOR twenty (20) days prior to such termination date as that notice shall designate. The CONTRACTOR shall comply with the terms of the notice, after the receipt of which, it shall reduce, minimize, or eliminate any activities for which it would seek compensation from the COUNTY, except as directed by the COUNTY in the notice.
2. Within five (5) days of receiving such notice, the CONTRACTOR shall prepare and submit to the COUNTY a work plan to accomplish the remainder of the work under the CONTRACT that the COUNTY wishes to have performed prior to the designated termination date. The work plan shall contain the information required to complete

the PROJECT, including the activities to be completed and a final projected estimate for the work to be performed under the CONTRACT, which will be compensated based upon the percentage of the activities to be performed during the period prior to termination. Other than the payment authorized in the approved work plan, the CONTRACTOR expressly understands that it shall not have a right to other compensation, lost profits, mobilization or demobilization costs, or other termination costs. Within five (5) days of its receipt, the COUNTY shall review the proposed work plan and specify any required changes to the CONTRACTOR. Upon approval by the COUNTY, the termination work plan shall supersede and replace outstanding, incomplete task orders.

3. On or before the designated termination date, CONTRACTOR shall turn over or preserve all documentation in accordance with the COUNTY'S instructions. Within fifteen (15) days of the designated termination date, the CONTRACTOR shall submit to the COUNTY a final progress report, including a final invoice. The final invoice shall contain a certificate that the invoiced amount is the final claim for all work and that payment by the COUNTY will constitute a release of any and all claims by CONTRACTOR. Within ten (10) days of its receipt, the COUNTY shall review the final progress report and request any additional information which it requires. Receipt and approval by the COUNTY of a satisfactory final progress report shall be required prior to approval of the final invoice.

**B. TERMINATION AND OTHER ACTIONS FOR CAUSE:**

1. For the purposes of this CONTRACT, an event of default includes the CONTRACTOR filing a petition in bankruptcy, making a general assignment for the benefit of its creditors, having a petition in bankruptcy filed against CONTRACTOR or a receiver appointed on account of its insolvency, or default in the performance of any express obligation to be performed by it under this CONTRACT. If an event of default occurs, the COUNTY may, without prejudice to any other rights or remedies the COUNTY may have: (a) hold in abeyance further payments to the CONTRACTOR, (b) stop any work of CONTRACTOR or its subcontractors related to such failure, and/or (c) terminate this CONTRACT by delivery of written notice to CONTRACTOR specifying the date of termination.
2. Upon receipt of a termination notice, CONTRACTOR shall comply with its terms and shall reduce, minimize, or eliminate any activities for which it intends to seek any compensation from the COUNTY under this CONTRACT. Prior to the designated termination date specified in the notice, or within any extension of that period to which the parties have agreed, the COUNTY may cancel the notice and authorize performance of the work under the CONTRACT to continue; otherwise, the termination shall take effect on the designated termination date.

**XVI. GOVERNING LAW; RESOLUTION OF DISPUTES AND CLAIMS:**

This CONTRACT, any modifications, amendments, or alterations thereof, and any disputes or claims arising out of this CONTRACT in any stage of resolution in court or out of court shall be governed, construed, and enforced under the laws of the State of Ohio to the exclusion of the law of any other jurisdiction.

Disputes and claims related to the work under the CONTRACT shall be subject to resolution according to the process shown on the BCEO Dispute/Claim Resolution Flow Chart included in Exhibit A. If, at the conclusion of the dispute/claim resolution process shown on the BCEO Dispute/Claim Resolution Flow Chart, the parties pursue any further steps to resolve the dispute or claim, the proceedings shall be conducted by a court of proper jurisdiction venued in Butler County, Ohio, or by a qualified local arbitration panel or a qualified local mediator agreed upon by the parties and located in Butler County, Ohio, unless otherwise agreed.

Any dispute resolution beyond the dispute/claim resolution process shown on the BCEO Dispute/Claim Resolution Flow Chart shall be commenced within thirty days of the conclusion of the dispute/claim resolution process. Nothing shall preclude the parties from negotiating without the assistance of a court, arbitration panel, or mediator the resolution of a dispute or claim which previously went through the dispute/claim resolution process.

**XVII. NOTICES:**

All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the organization for which the notice is intended or if delivered at or mailed by registered or certified mail, postage prepaid, to the appropriate designated addresses as follows:

**If to the COUNTY:**

**Melissa Taylor, Contract Specialist  
Butler County Engineer's Office  
1921 Fairgrove Avenue  
Hamilton, Ohio 45011**

**If to the CONTRACTOR:**

**Robert Henderson, President  
Ford Development Corp.  
11148 Woodward Lane  
Cincinnati, Ohio 45241**

**XVIII. SEVERABILITY:**

If any provision of this CONTRACT or any covenant, obligation, or agreement contained herein is determined by a court to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof; and each such provision, covenant, obligation, or agreement shall be deemed to be effective, operative, made, entered into, or taken in the manner and to the full extent permitted by law.

**XIX. NON-WAIVER:**

Neither a failure by the COUNTY to exercise any of its options hereunder, nor failure to enforce its rights or seek its remedies upon any default or breach, shall effect or constitute a waiver of the COUNTY'S right to exercise such option, to enforce such right, or to seek such remedy with respect to that default or breach of contract or any prior or subsequent default or breach. Remedies provided in this CONTRACT shall be cumulative and shall not in any way abridge, modify, or preclude any other rights or remedies to which the COUNTY is entitled either at law or in equity.

**XX. AVAILABILITY OF FUNDS:**

This CONTRACT is conditioned upon the availability of Federal, State, and/or local funds which are appropriated or allocated for payment of this CONTRACT.


**XXI. AMENDMENT:**

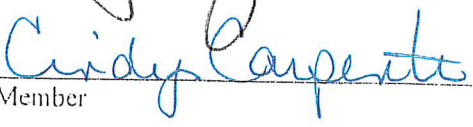
This CONTRACT may not be altered, waived, amended, or extended and no change orders shall be made, except by an instrument in writing signed by the duly authorized officer or agent of the COUNTY and duly authorized officer of the CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on this February 28, 2022, for the amount of \$6,107,136.70.


BOARD OF COUNTY COMMISSIONERS  
BUTLER COUNTY, OHIO

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Member

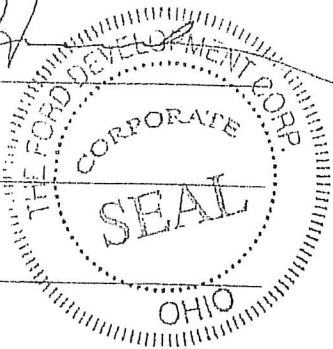
FORD DEVELOPMENT CORP.

  
\_\_\_\_\_  
Robert F. Henderson

Name

\_\_\_\_\_  
President

Title



Approved as to Form Only:



Assistant Prosecuting Attorney  
Butler County, Ohio

# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Requisition Item
<b>Submitted By:</b>	
Tim Franck, Director of Community Services	

<b>Motion:</b>
Butler County Engineer’s Office - \$45,000.00 - Manage Crescentville Road widening (CIP# 1716)

<b>Background:</b>
<p>In 2017, Sharonville, Springdale, West Chester and the BCEO partnered to submit a road widening project on Crescentville Road for OKI Funding. The project was approved in 2018 and scheduled for 2022.</p> <p>The project includes widening Crescentville Road to a three-lane section with a two-way left-turn lane. Signal improvements are included at the intersections of Tivoli Lane, Chesterdale Road, and International Boulevard.</p> <p>The estimated cost for the project was \$6,888,681.00. At that time the Township created CIP# 1716 in the amount of \$700,000.00 in TIF Funds to cover the local match for the project. The BCEO bid the project earlier this spring and the low bidder was Ford Development for \$6,107,137.00. The BCEO will also provide construction management on the project.</p> <p>Therefore, Community Services will be requesting the Board approve a purchase order to the BCEO in the amount of \$45,000.00 for the Township’s portion of the construction management on the Crescentville Road Widening Project.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	Yes; CIP, TIF		
	<b>CIP #:</b>	1716		
	<b>TIF Info:</b>	218		
	<b>Purchase Order:</b>	S221095	<b>Total Encumbrance:</b>	\$ 45,000.00

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Business Item
<b>Submitted By:</b>	
Lisa Brown, Assistant Township Administrator	

<b>Motion:</b>
Motion to accept proposal from Parlay Consulting Firm to provide strategic planning services, not to exceed \$15,000.00

<b>Background:</b>
<p>Parlay was selected as the consultant to conduct the 2021-2022 Strategic Planning session. Administration was very satisfied with the process and final work product and recommends continuing with Parlay for this strategic planning period (2023-2024).</p> <p>This year, strategic planning will include 5 focus groups with Township employees to receive their input on Township operations and how we can continually improve the work environment. Parlay will be onsite in June to conduct the focus groups and in August to conduct two days of strategic planning sessions:</p> <ul style="list-style-type: none"> <li>• August 30: half day with elected officials; half day with staff</li> <li>• August 31: full day with staff</li> </ul>

<b>Finance</b>	<b>Budgeted Item:</b>	Operational		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S221117	<b>Total Encumbrance:</b>	\$ 15,000.00

## Proposal for Strategic Planning Services — West Chester Township

West Chester Township (WCT) regularly updates its strategic plan every two years. Over the past two years, the community, like other communities, was greatly impacted by the pandemic and social unrest due to the death of George Floyd. Although West Chester Township had to pivot in many ways, they continued to make progress on their strategic plan.

For this year's strategic planning process, they are considering the opportunity to invite employee input through focus groups sessions.

Parlay Consulting Firm (Parlay) has been invited to submit a proposal for services that includes employee focus groups and a strategic planning workshop.

### About Parlay Consulting Firm

*We identify assets and opportunities and leverage your current success to build your desired results.*

**Parlay Consulting Firm, Inc.** (Parlay) and our team of consultants brings diverse talent and experiences to our engagements. Collectively, we have partnered with more than 100 nonprofit organizations, government entities and for-profit companies in Nebraska, Iowa, Missouri, and Ohio, including with national and international footprints. Parlay provides organizational development services based on the unique needs of your Board of Directors, Leadership Team, employees, and community.

**Parlay Consulting Firm, Inc.**

**Address:** 2921 South 102<sup>nd</sup> Street, Omaha, Ne

**Phone Number:** 402.981.7176

**Email:** [bethmorrissette@parlayconsultingfirm.com](mailto:bethmorrissette@parlayconsultingfirm.com)

**Website:** [www.parlayconsultingfirm.com](http://www.parlayconsultingfirm.com)

### Mission

Parlay works with organizations to help them *Achieve their Desired Results.*

At Parlay Consulting Firm, we believe in...

- **Growth.** Continually improving individuals, companies, and ourselves for the betterment of our shared community.
- **Curiosity & being challenged.** Often, we hear others say to us, "That's a great question!" because of the gentle pushes we can't help but to ask.
- **Resourcefulness.** It is important to take your current outcomes and parlay them into the results you desire to achieve.
- **Humility.** Often being humble in the hard work it takes to get there.
- **Energy & excitement.** With every person or organization, we work with, we get excited about the potential that they can achieve.

### Our Team

**Beth Morrissette, MPA, MSW** is the CEO at Parlay and has worked in the nonprofit sector for almost 25 years. She is experienced in the full continuum of job responsibilities from Executive Director to nonprofit board member to elected official. As an Executive Director, she helped lead a collective impact organization to successfully build partnerships across multiple nonprofit organizations and government entities. She is currently in her second term on the Board of Education for Westside Community Schools, has served on the Learning Community Council and has served on the Board of Directors for a large nonprofit organization with a budget over \$24 million. In 2021, she had the privilege to attend Harvard Business School's Executive Education program on *Leading Professional Service Firms*. Her top five Gallup Strengths are: Futuristic, Strategic, Activator, Ideation and Communication. To learn more about Beth, review her [LinkedIn](#) profile.

**Tracie Reding, Ed.D.,** is a Research and Evaluation Manager at Parlay. She specializes in gathering, analyzing, and synthesizing data to help organizations make data-informed decisions to improve outcomes. Tracie comes to Parlay from the University of Nebraska at Omaha, where she worked as the Senior Community Service Associate. Her role entailed numerous responsibilities including leading and assisting various large grant-funded research and evaluation projects across campus, as well as serving as the liaison, communication, and organizational specialist for outreach



efforts and initiatives between various departments on UNO's campus, area school districts, nonprofits, and businesses. The primary focus of her research centers around the contributing factors and outcomes of interdisciplinary and multi-stakeholder networks to strategically collaborate and maximize efficiency of initiatives. She has presented her research both nationally and internationally and she has published in a variety of peer reviewed journals. Most recently, she published a book chapter titled "Assessing a Higher Education Interdisciplinary Leadership Group using Social Network Analysis" in the book Gamification and Social Networks in Education. She was a founding board member for the nonprofit All Betty's Children and continues to serve on the board today.

**Alissa Sutton, MPH**, is a Research and Evaluation Manager at Parlay. She is a skilled researcher, with more than seven years of experience conducting and supporting research. Alissa is formally trained in public health and has worked for a diverse group of service organizations both domestically and abroad. Most recently Alissa worked for a local foundation where she led internal research projects and provided oversight to external evaluations commissioned to inform foundation grantmaking. Alissa has a passion for helping partners identify the right questions to assess and improve their work. She has developed a wide range of skills to help answer those questions and is always excited to learn and apply new research methods when needed. A self-described "data nerd," Alissa appreciates both quantitative and qualitative research. When not at work, she can most often be found cooking or growing food in the kitchen and garden, often with help from her husband and two young children.

**Stephanie Wenz** is a Project Coordinator at Parlay. Her past roles in Healthcare Sales, Account Management and her recent role as an Administrative Assistant at Parlay have played a vital role in helping maintain client relationships and project support. This skillset has leveraged her to take on the important role of Project Coordinator to ensure key objectives and deliverables are met to each client. Stephanie's role focuses on walking our clients through the Strategic Planning process from beginning to end, keeping in mind the importance of organization, project timeline and communication. Outside the office, Stephanie is a busy mom to three girls. Her top five Gallup Strengths are: Consistency, Woo, Communication, Significance and Harmony. You can learn more about Stephanie on [LinkedIn](#).

**Additional Parlay Team Members – Kay Doyle, MLOSC – Director of System Change | Valerie Calderon, PhD – Director of Strategy & Capacity Building | Jeffrey Morrisette, CISSP – Information & Cybersecurity Consultant | Tracy Lammers, BS – Admin & Operations Specialist**

## Description of Our Approach & Methodology

### Facilitation Methods

Parlay utilizes the Institute of Cultural Affairs' (ICA) Technology of Participation (ToP)<sup>®</sup> facilitation methods to guide strategic planning consultation. ToP is a facilitation methodology developed as a participatory approach to community and organizational development. The methods and tools employed by ToP are specifically geared toward groups that need to come to consensus and make collective decisions or plans. These goals are achieved through meaningful conversations that foster strategic thinking, welcome diversity, and seek and recognize the voice, wisdom, and contributions of all group members, all while focusing on shared agreement.

### Research Methods

Parlay utilizes mixed research methods as appropriate to meet the specific needs of our client's research objectives, questions, and participants. Parlay can utilize both primary and secondary sources to meet the needs of the organization. Secondary sources may include a review of extant literature, secondary data sources, and historical documents. Primary data sources may include online surveys, interviews, and focus group sessions. Interviews and community listening sessions may be conducted either in person or virtually, recorded, and transcribed, then analyzed for codes and themes guided by a phenomenological approach, which seeks to understand the lived experiences individuals have had with a concept or phenomenon (Creswell & Poth 2018). Qualitative analysis will occur using Computer Aided Qualitative Data Analysis Software (CAQDAS). Surveys will be analyzed for descriptive and limited comparative statistics using Microsoft Excel.

Scope of Work

Services & Deliverable	Description	Purpose
<p><b>Focus Groups</b> Summary Report</p>	<ul style="list-style-type: none"> <li>▪ Up to 5 focus group conducted with employees.</li> <li>▪ Up to 75-minutes each</li> <li>▪ Up to 12 participants per focus group</li> <li>▪ Semi-structured interview protocol developed in partnership with WCT.</li> <li>▪ Focus groups will be recorded and transcribed and data analyzed for key themes.</li> <li>▪ May be completed in-person or virtual.</li> <li>▪ Two Parlay staff will be present.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Provides the opportunity for the participation of a variety of employees in the planning process.</li> <li>▪ Invite ideas and input on organization strengths and weaknesses to inform the strategic planning process</li> <li>▪ Document insights into possible future opportunities for the firm.</li> </ul>
<p><b>Strategic Planning</b> Full Report One-page executive summary</p>	<ul style="list-style-type: none"> <li>▪ Presentation &amp; discussion of focus group feedback</li> <li>▪ Reflection on the recent accomplishments &amp; missteps</li> <li>▪ Reflection on the organization’s mission, vision, and values.</li> <li>▪ Facilitated strategic conversation (based on focus group feedback and/or WCT administration request)</li> <li>▪ Examine the current reality (strengths, weaknesses, opportunities &amp; challenges).</li> <li>▪ Review previous underlying barriers and update to reflect progress and changes.</li> <li>▪ Review and affirm the goals, update the initiatives work for 2023 &amp; 2024 through individual and small group brainstorming</li> <li>▪ Build an achievable two year implementation plan with quarter-by-quarter actions steps with accountability assignments.</li> <li>▪ Two Parlay staff will be present in person for two full days</li> </ul>	<ul style="list-style-type: none"> <li>▪ Build alignment and consensus about the future of West Chester Township.</li> <li>▪ Build buy-in and engagement.</li> <li>▪ Create a realistic, attainable strategic plan that includes employee voice.</li> </ul>

## Fee Structure & Payment

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Each of the activities described below are bid separately and are options for your organization to consider. This is to allow for as much flexibility as possible in designing the process that best meets the need of the organization.

- **Focus Groups** – In-person – \$7,280 (up to 5 focus groups)
- **Strategic Planning Workshop** – In-person - \$4,635

Services will be delivered during typical business hours (Monday through Friday 8am – 5pm).

All in-person sessions will be responsibility of the client for securing appropriate space for conducting the services.

### Possible Additional Fees.

- Travel costs shall not exceed \$1,542.50 for transportation, flight, and hotel per trip for a possible total of \$3,085. Parlay will be reimbursed for travel expenses following the in-person focus groups (if selected) and following the strategic planning workshop.
- Mileage from Omaha to meetings outside of the Omaha Metro (includes Council Bluffs, Iowa) area will be billed at the Federal rate per mile.
- An additional 15% will be added for work scheduled outside of typical business hours.
- An additional 15% for services for moving an in-person service to an online facilitation within 72-hours of scheduled service.
- An hourly rate of \$165 may be added for additional services and meetings requested by the client.

All services can be delivered in-person or virtual. If in-person is selected by the organization, the in-person event may be postponed or moved to virtual if the community in which the event is to be held has a positive Covid-19 rate above 8%. The organization may elect to postpone or move to virtual if the community the facilitator is living in is above 8% (Douglas County, Nebraska). At any time, both the client & Parlay may determine that it is necessary to postpone due to the concerns of COVID-19.

Once services are selected and agreed upon by the client and Parlay, Parlay will distribute a DocuSign document of this proposal with your selected services. Thirty percent (30%) of anticipated fees will be due at signing and is nonrefundable. Forty percent (40%) will be due following the submission of the focus group report and the remaining thirty (30%) will be billed following the submission of the strategic plan.

*Thank you very much for the opportunity to partner with you!*

*~ Parlay Team*

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Business Item
<b>Submitted By:</b>	
Tonya Charles	

<b>Motion:</b>
Motion to approve agreement between West Chester Township Board of Trustees and Sedgwick Claims Management Services, Inc., not to exceed \$17,040.00, for 2023 BWC third party administrator services; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement

<b>Background:</b>
<p>Managing legal ramifications of Bureau of Worker's Compensation claims is the area of expertise provided by third party administrators, commonly known as TPA's.</p> <p>It is time to renew our contract with Sedgwick (formerly Careworks Comp), our third party administrator("TPA") for the Ohio Bureau of Worker's Compensation insurance program.</p> <p>The payment to Sedgwick for 2023 is payable before June 1, 2022.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>	S220887	<b>Total Encumbrance:</b>	\$ 17,040.00

Exhibit A

To view the Sedgwick service agreement covering participation in this exhibit visit <https://viaoneohio.sedgwick.com/Rating/2023PEgroupcontract.pdf>  
password: group2023



**RENEWAL INVOICE**

Bill To:

TONYA CHARLES  
WEST CHESTER TOWNSHIP / BUTLER COUNTY  
9113 CINCINNATI DAYTON ROAD  
WEST CHESTER, OH 45069

Invoice date: June 1, 2022  
Invoice #: 1343839  
Policy #: [REDACTED]  
Group #: 03579  
Rating Year: 2023  
Due Date: Upon Receipt

GROUP RETROSPECTIVE RATING	
The enrollment fee covers: * Services for the annual contract period beginning 07/01/2022 * Policy Year: Group Retrospective enrollment for <b>January 1, 2023 to December 31, 2023</b>	<b>Annual Fee</b> <b>\$17,040</b>

Please sign and return enclosed U-153 enrollment form and invoice with remittance to:

For checks make payable and send to:  
**Sedgwick**  
PO Box 89456  
Cleveland, OH 44101-6456

OR

Or to enroll and pay online visit  
[www.sedgwick.com/ohiotpa/enroll](http://www.sedgwick.com/ohiotpa/enroll)

Credit card account number:	<input type="text"/>
Amount to be charged: <b>\$17,040</b> Expiration date:	<input type="text"/>
Print name as it appears on card:	<input type="text"/>
Signature:	<input type="text"/>
By signing above you authorize Sedgwick to charge your credit card in the amount as shown above, and agree to pay the amount shown above according to your credit card agreement	

By returning this invoice or by remittance of the service fee, Client acknowledges and accepts all terms and conditions of the workers' compensation service agreement. Said agreement is hereby incorporated by reference herein (see link above).

This invoice is for Sedgwick's workers' compensation third party administration services pursuant to a service agreement between your company and Sedgwick. Client acknowledges that payment of this invoice does not constitute or guarantee enrollment in any workers' compensation discount/alternative rating program.

<b>X</b>			
Printed Name	Signature	Title	Date
tcharles@westchesteroh.org	(513)759-7213		
Email Address	Phone Number	If your organization has merged with or acquired another company in the last year, or plans to up through the policy year noted above, initial here and contact our office immediately to review your options. <input type="text"/>	

Questions? Contact Tammy Ring at 614-266-9516 or [Tammy.Ring@sedgwick.com](mailto:Tammy.Ring@sedgwick.com)



March 22, 2022

TONYA CHARLES  
WEST CHESTER TOWNSHIP / BUTLER COUNTY  
9113 CINCINNATI DAYTON ROAD  
WEST CHESTER, OH 45069

Re: 2023 Group Retrospective Rating Re-Enrollment for Policy # [REDACTED]

We are pleased to announce that your organization has qualified for re-enrollment in the 2023 Ohio SchoolComp group retro program.

**2023 Group Retrospective Rating projection:**

Target Refund %	42%
Target Refund \$*	\$ 101,466

\*Refund is based on estimated standard premium of \$241,588.

Our group retrospective programs are successful and consistently generate significant refunds because of our focus on safety best practices, client education, and aggressive claims management.

To re-enroll, simply sign and return the enclosed U-153 enrollment form with invoice and payment, or enroll online at [www.sedgwick.com/ohiotpa/enroll](http://www.sedgwick.com/ohiotpa/enroll).

**Join our program and receive these services:**

- Claims Management
- Hearing Representation
- Review of BWC Rates and Invoices
- Online Account Access
- Educational Opportunities
- BWC Updates

To discuss our Group Retrospective Rating Program or related services, please contact **Tammy Ring** at **614-266-9516** or **Tammy.Ring@sedgwick.com**.

As a reminder, when enrolling in a group retrospective rating program, BWC does not allow the stacking of discounts with any of the following programs: \$15k Medical Deductible, Drug Free Safety, Industry Specific Safety, Transitional Work Bonus and One Claim. However, Group Retro has the potential to provide **significant refunds** in comparison to these other alternative rating programs.



Instructions

- Please print or type.
Return completed statement to the attention of the sponsoring organization you are joining.
The sponsoring organization's third-party administrator will submit this form.
If you have any questions, please call BWC at (614) 466-6773.

Note: This application must be review and approve by BWC's employers programs unit BEFORE it becomes effective.

Form with fields: Employer Name (WEST CHESTER TOWNSHIP / BUTLER COUNTY), Telephone number (513 759 7213), BWC Policy Number, Address (9113 CINCINNATI DAYTON ROAD), City (WEST CHESTER), State (OH), Nine-digit Zip Code (45069)

Group-retrospective-rating program enrollment

I agree to comply with the Ohio Bureau of Workers' Compensation Group-Retropective-Rating Program rules (Ohio Administrative Rule 4123-17-73). I understand that my participation in the program is contingent on such compliance.

This form supersedes any previously executed U-153.

I understand only a BWC Group-Retropective-Rating Program certified sponsor can offer membership into the program. I also understand if the sponsoring organization listed below, is not certified, this application is null and void.

I am a member of the Ohio Township Association Retro Group sponsoring organization or a certified affiliate organization and would like to be included in the Group-Retropective-Rating Program it sponsors for the policy year beginning January 1, 2023. I understand the employer roster submitted by the group will be the final, official determination of the group in which I will or will not participate. Submission of their form does not guarantee participation.

I understand the sponsoring organization's representative Sedgwick #000900-80 (currently, as determined by the sponsoring organization) is the only representative I may have in risk-related matters while I remain a member of the group. I also understand the representative for the Group-Retropective-Rating Program will continue as my individual representative in the event that I no longer participate in the program. At the time I am no longer a member of the program, I understand I must file a Permanent Authorization (AC-2) to cancel or change individual representation.

I understand a new U-153 shall be filed each policy year I participate in the Group-Retropective-Rating Program.

I am associated with the sponsoring organization or a certified affiliate sponsoring organization. [X] Yes [ ] No

Ohio Township Association Retro Group 352450
Name of sponsor or affiliate sponsor Sponsor or affiliate sponsor policy number

Note: For injuries that occur during the period an employer is enrolled in the Group-Retropective-Rating Program, employers may not use or participate in the Deductible Program, Group Rating, Retropective Rating, Safety Council Performance Rebate Program, \$15,000 Medical-Only Program or the Drug-Free Safety Program.

Certification

\_\_\_\_\_ certifies that he/she is the \_\_\_\_\_ of
(Officer Name) (Title)

\_\_\_\_\_, the employer referred to above, and that all of the
(Employer Name)

information is true to the best of his/her knowledge, information, and belief, after careful investigation.

X \_\_\_\_\_ (Officer Signature) \_\_\_\_\_ (Date)

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Business Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to approve Resolution No. 09-2022 requesting the Board of County Commissioners of Butler County, Ohio to include the entire area of West Chester Township in the area restricted from construction of energy facilities as outlined in Ohio Revised Code Section 303.58 (A)

<b>Background:</b>
<p>Senate Bill 52 grants new authority to Counties allowing County Commissioners to adopt a resolution designating all or part of the unincorporated areas of the county as a restricted area prohibiting economically significant wind farms, large wind farms, and/or large solar facilities. These changes are codified in Section 303.58 of the Ohio Revised Code.</p> <p>Butler County has asked the Township to adopt a resolution designating which areas within the Township should be included in the restricted area.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00



## Jenna Whittaker

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**From:** Larry Burks  
**Sent:** Thursday, April 14, 2022 9:48 AM  
**To:** [REDACTED]; 'Mark Welch'; Ann Becker  
**Cc:** Bruce Jones; 'Crain, Donald L.'; Lisa Brown  
**Subject:** Energy facilities.  
**Attachments:** 5MWTurbine.jpg; 50MWSolar.jpg

Trustees,

The OTA helped with the below information. To put these into perspective, I have attached a photo of a 5MW wind turbine and a 50 MW solar farm. These levels are also considered “economically significant” according to the OTA.

An “Energy Facility” is as I said, is connected to the grid. I also mentioned net metering which is similar to “on site generation”. These uses are excluded from the legislation.

As you can see by the size of the facilities, there is really no practical place in West Chester to build. Zoning and permitting (not to mention liability) would likely eliminate all of the uses outlined in the legislation. So, if passed by the Trustees, it would not really change much. If you choose to not pass it, zoning and permitting would control larger projects as it is today.

### Section 4906.13 | No local jurisdiction.

(A) As used in this section and sections [4906.20](#) and [4906.98](#) of the Revised Code, "economically significant wind farm" means wind turbines and associated facilities with a single interconnection to the electrical grid and designed for, or capable of, operation at an aggregate capacity of **five or more megawatts but less than fifty megawatts**. The term excludes any such wind farm in operation on June 24, 2008. The term also excludes one or more wind turbines and associated facilities that are primarily dedicated to providing electricity to a single customer at a single location and that are designed for, or capable of, operation at an aggregate capacity of less than twenty megawatts, as measured at the customer's point of interconnection to the electrical grid.

...

### Section 4906.01 | Power siting definitions.

...

(B)(1) "Major utility facility" means:

(a) Electric generating plant and associated facilities designed for, or capable of, operation at a capacity of **fifty megawatts or more**;

(b) An electric transmission line and associated facilities of a design capacity of one hundred kilovolts or more;

(c) A gas pipeline that is greater than five hundred feet in length, and its associated facilities, is more than nine inches in outside diameter and is designed for transporting gas at a maximum allowable operating pressure in excess of one hundred twenty-five pounds per square inch.

...

(G) "Large solar facility" means an electric generating plant that consists of solar panels and associated facilities with a single interconnection to the electrical grid that is a major utility facility.

(H) "Large wind farm" means an electric generating plant that consists of wind turbines and associated facilities with a single interconnection to the electrical grid that is a major utility facility.

I hope this helps with your discussion for the next meeting. Please let me know if you have any other questions.

Best wishes,

Larry D. Burks, MPA, CED, ICMA-CM  
Township Administrator  
9113 Cincinnati-Dayton Road  
West Chester, OH 45069-3840  
PH: 513.759.7209  
Email: [LBurks@WestChesterOH.org](mailto:LBurks@WestChesterOH.org)  
[www.WestChesterOH.org](http://www.WestChesterOH.org)



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**RESOLUTION NO. 09-2022**

\*\*\*\*\*

**Resolution requesting the Board of County Commissioners of Butler County, Ohio to include the entire area of West Chester Township in the area restricted from construction of energy facilities as outlined in Ohio Revised Code Section 303.58 (A)**

**WHEREAS**, the 134th Ohio General Assembly enacted Senate Bill 52 in 2021, codified as Section 303.58 of the Ohio Revised Code, authorizing boards of county commissioners to pass a resolution designating all or part of the unincorporated area of a county as a restricted area prohibiting the construction of economically significant (greater than 5 megawatts and less than 50 megawatts) wind farms, large wind farms and/or large solar facilities as defined in Section 4906.13 of Ohio Revised Code; and

**WHEREAS**, the West Chester Township Board of Trustees desires to have the entirety of the Township included in the restricted area of Butler County prohibiting the construction of economically significant wind farms, large wind farms and large solar facilities as established by Resolution by the Board of County Commissioners in accordance with Ohio Revised Code Section 303.58;

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Trustees of West Chester Township, Butler County, State of Ohio:

**SECTION 1.** That the Board of Trustees hereby requests the Board of County Commissioners of Butler County, Ohio to include the entirety of West Chester Township in the restricted area prohibiting the construction of economically significant wind farms, large wind farms and large solar facilities as delineated in a resolution passed by the Board of County Commissioners in accordance with Ohio Revised Code Section 303.58.

**SECTION 2.** This resolution shall be in full force and effect from and immediately after its adoption and shall supersede any prior resolution or act of this Board of Trustees, which may be inconsistent or duplicative with the provisions of this resolution.

*Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.*

	Mark S. Welch, Chair	Yes/No
<b>ATTEST:</b>	Ann Becker, Vice Chair	Yes/No
Bruce Jones, Fiscal Officer	Lee Wong, Trustee	Yes/No

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Donald L. Crain, Law Director

0091532.0268857 4893-0414-1074v1



**External appearance**

Item	Specification
Rated power	5.0 MW
Hub height	86 m
Turbine type	Downwind
Floating structure type	Advanced spar
Mooring type	Catenary
Number of moorings	6



# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Business Item
<b>Submitted By:</b>	
Larry D. Burks, Township Administrator	

<b>Motion:</b>
Motion to authorize Township Administrator to enter into a Natural Gas Aggregation Agreement with a natural gas supplier recommended by Energy Alliances, Inc., provided that the accepted aggregation rate is below the current Duke Energy Ohio Gas Cost Recovery (“GCR”) rate at the time of execution, for a period not to exceed 24 months from the start of the program

<b>Background:</b>
<p>Currently the market is so volatile it has caused rates that are unacceptable for the residents. For now, Energy Alliances recommends residents to go back to Duke for the best rate option at this time. At some point between May 15 and June 15 residents will receive notice that Constellation NewEnergy will no longer be their supplier.</p> <p>The PIE department will assist Administration in getting this message out to the community.</p> <p>Administration is grateful for Energy Alliances honesty and transparency through this difficult market.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

# AGENDA ITEM COVER SHEET



<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Business Item
<b>Submitted By:</b>	
Colonel Joel M. Herzog, Chief of Police	

<b>Motion:</b>
Motion to apply for the 2022-2023 U.S. Department of Justice Bulletproof Vest Grant; and, authorize Township Administrator to accept said grant if awarded

<b>Background:</b>
<p>The Police Department is requesting permission from the Trustees to reapply for the 2022-2023 U.S. Department of Justice Bulletproof Vest Grant. If approved and accepted, the program will reimburse the West Chester Police Department 50% of the cost for each new bulletproof vest purchased for incoming officers and when replacements are necessary for expired vests. There is no match required for this grant.</p> <p>Earlier this year, the Trustees approved a purchase for bulletproof vests in the amount of \$9,013.50, which would be eligible for submission to this grant.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

# AGENDA ITEM COVER SHEET



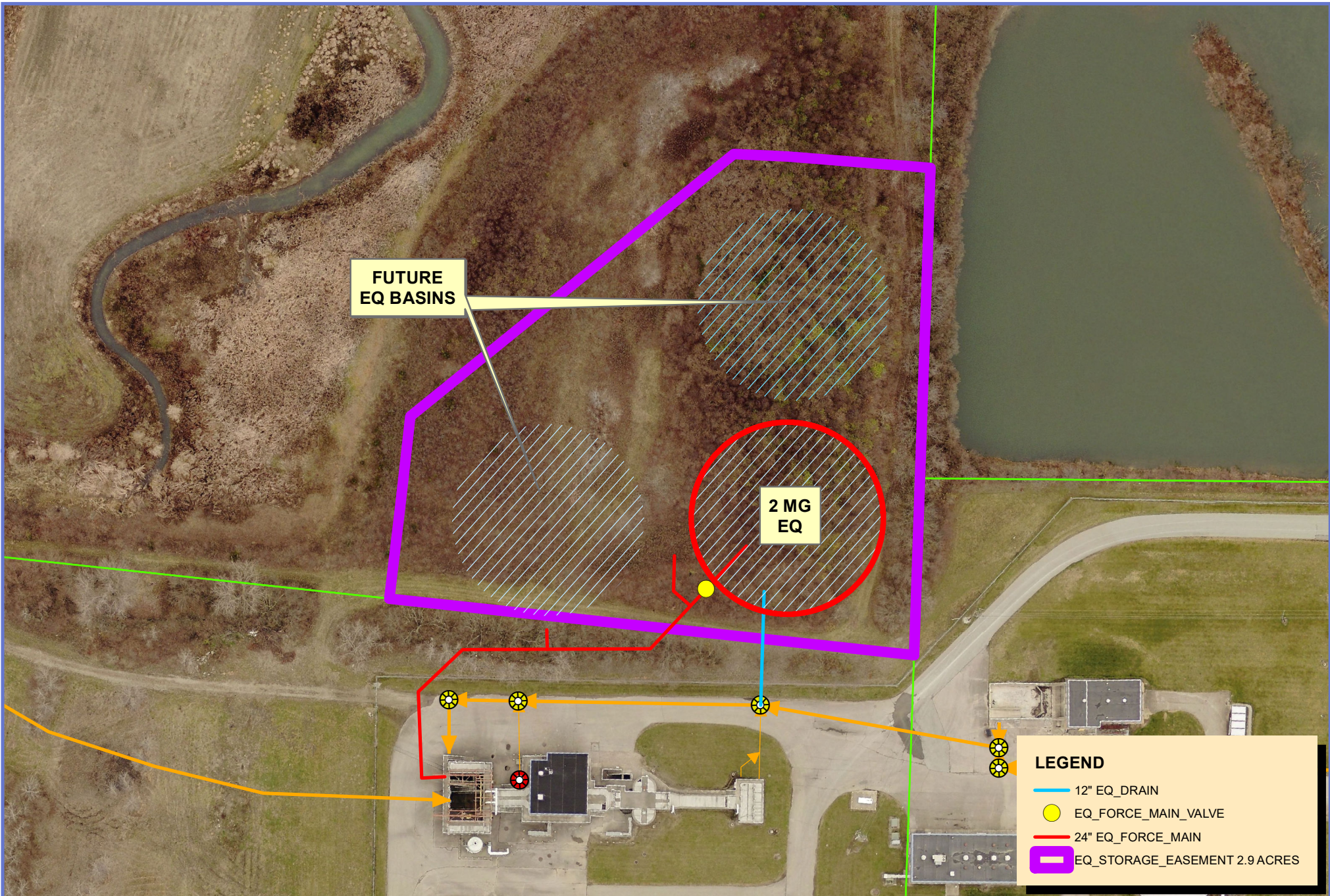
<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Business Item
<b>Submitted By:</b>	
Tim Franck, Director of Community Services	

<b>Motion:</b>
Motion to seek permission from the Ohio Public Works Commission and to enter into an easement agreement on Township property with the Butler County Water & Sewer Department for equalization storage at the Upper Mill Creek Water Reclamation Facility; and, authorize Township Administrator to execute any and all documents necessary to effectuate the agreement with Law Director approval

<b>Background:</b>
<p>As previously discussed with this Board, the recent Butler County Water &amp; Sewer Department’s sanitary sewer master plan determined there will be a need for equalization (EQ) storage at our Upper Mill Creek (UMC) WRF in West Chester. The site adjacent to the influent pump station will work well and where the elevation is much higher, is in the southeast corner of a parcel to the north owned by West Chester Township.</p> <p>The Wildermuth parcel is a constructed wetlands that was part of a 319 grant funded in 2009. As a result of the wetland project, environmental restrictions were placed on the parcel, including stating OPWC would need to grant permission to use the land in this way.</p>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

# PROPOSED EASEMENT FOR UMC WRF EQ STORAGE SITE



BUTLER COUNTY WATER AND SEWER

FOR INFORMATIONAL PURPOSES ONLY  
NOT INTENDED FOR USE AS A SURVEY

BUTLER COUNTY, OHIO



1 inch = 100 feet





# AGENDA ITEM COVER SHEET

<b>Trustee Meeting Date:</b>	<b>Agenda Item Type:</b>
April 26, 2022	Business Item
<b>Submitted By:</b>	
Tim Franck, Director of Community Services	

<b>Motion:</b>
Motion to approve Resolution No. 12-2022 declaring surplus items for disposal

<b>Background:</b>
<p>We recommend the Trustees approve the disposal of the attached list of items per the guidelines in Section 505.10 of the ORC, concerning property that has a fair market value of two thousand five hundred dollars (\$2,500.00) or less, and no longer meets the needs or demands of the Township, is not needed for public use, is obsolete or is unfit for the use for which it was acquired.</p> <p>Property listed on the Resolution will be assigned a disposal method observed as follows:</p> <ul style="list-style-type: none"> <li>• Auction: Property and vehicles in this category will be offered at an auction site for sale to the highest bidder.</li> <li>• Discard/Salvage: Property in this category have no intrinsic value and will be disposed of by whatever means are appropriate.</li> <li>• Recycle: The item has no intrinsic value and will be recycled.</li> <li>• Trade-in: The item will be used as trade-in against the purchase of another item.</li> <li>• Sell: Property is available for purchase.</li> </ul>

<b>Finance</b>	<b>Budgeted Item:</b>	N/A;		
	<b>CIP #:</b>			
	<b>TIF Info:</b>			
	<b>Purchase Order:</b>		<b>Total Encumbrance:</b>	\$ .00

## **STATUTORY RESOLUTION NO. 12-2022**

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### **Resolution declaring surplus items for disposal**

**WHEREAS**, the Ohio General Assembly amended Ohio Revised Code, Section 505.10 and enacted procedures for Townships to dispose of motor vehicles, road machinery, equipment and tools which are not needed, obsolete, or are unfit for public use; and,

**WHEREAS**, when the value of said items, in the opinion of the Board of Township Trustees, is two thousand five hundred dollars (\$2,500.00) or less, the Board may sell the property by private sale without advertisement or public notification.

**NOW, THEREFORE BE IT RESOLVED** the West Chester Township Board of Trustees does hereby agree to:

**SECTION 1.** Determine that the items on the attached "Surplus Items for Disposal" list are unfit for the use for which the items were acquired, are not needed for public use, and/or are obsolete.

**SECTION 2.** Determine that the items on the attached "Surplus Items for Disposal" list are valued two thousand five hundred dollars (\$2,500.00) or less.

**SECTION 3.** Declare that the selling price of said items may be credited to the person or firm against the purchase price of other motor vehicles, road machinery, equipment, or tools.

**SECTION 4.** Declare that the selling price of said items may be subtracted from the price of future purchases for new motor vehicles, road machinery, equipment, or tools.

**SECTION 5.** Declare that if the other disposal options do not apply and no offers for purchase or trade are received, the Township personal property may be discarded or salvaged.

**SURPLUS ITEMS FOR DISPOSAL**  
**LESS THAN \$2,500 IN VALUE PER ORC 505.10**

**APRIL 26, 2022**

Quantity	Item	ID #	Department	Disposal Method
1	clothing rack	09143	Roads	Discard/Salvage
1	clothing rack	09045	Roads	Discard/Salvage
1	2002 Dodge Ram 2500 Pickup Truck VIN# 3B7KF26Z72M259352	9352	Roads	Auction
1	2002 Dodge Ram 3500 Pickup Truck VIN# 3B6MC36502M309050	9050	Roads	Auction
1	2007 Grasshopper Mower	05099	Cemetery	Sell
145	Office/Desk Chairs	Multiple	Police	Discard /Salvage
1	2007 Ford Explorer VIN # 1FMEU73E57UB72873	2873	Community Services	Auction
6 pr	Expired Fire Boots		Fire CS	Donate
12 set	Expired Fire Gloves		Fire CS	Donate
10	Expired Helmets		Fire CS	Donate
5	Expired Turnout Pants		Fire CS	Donate
1	Expired Turnout Coat		Fire CS	Donate
*18	Expired Turnout Coats		Fire CS	Donate
*15	Expired Turnout Pants		Fire CS	Donate
Numerous	Uniforms (shirts, pants, t-shirts)		Fire CS	Destroy
4	MSA TIC Chargers		Fire	Discard
1	MSA TIC		Fire	Discard
1	50' Section 5" Hose		Fire	Discard
2	Box Lights		Fire	Discard
1	Command Shelving		Fire	Discard
1	24' Extension Ladder		Fire	Discard
1	35' Extension Ladder	12134	Fire	Discard
1	50' FDNT Spec Hose		Fire	Discard
4	4-Drawer Filing Cabinet - Gray	No Inv. Tag	Fire 72	Discard /Salvage
2	4-Drawer Filing Cabinet - Black	No Inv. Tag	Fire 72	Discard /Salvage
1	4-Drawer Filing Cabinet - Black	UT 12175	Fire 72	Discard /Salvage
1	4-Drawer Filing Cabinet - Tan	UT 11956	Fire 72	Discard /Salvage
1	5-Drawer Filing Cabinet - Tan	UT 10023	Fire 72	Discard /Salvage
1	4-Drawer Wide Filing Cabinet - Tan	UT 12168	Fire 72	Discard /Salvage
1	2-Drawer Filing Cabinet - Black	UT 10025	Fire 72	Discard /Salvage
1	2-Drawer Wide Filing Cabinet - Gray	No Inv. Tag	Fire 72	Discard /Salvage
1	4-Drawer Filing Cabinet - Tan	UT 00244	Fire 72	Discard /Salvage
10	Metal Lockers - Mezzanine	No Inv. Tag	Fire 72	Discard /Salvage
1	Wood Shelf With Doors	WC F00052	Fire 72	Discard /Salvage
1	Frigidaire Range - Black	No Inv. Tag	Fire 72	Discard /Salvage
1	Refrigerator - White	UT 12399	Fire 72	Discard /Salvage
1	Bookshelf - Gray	No Inv. Tag	Fire 72	Discard /Salvage
6	Mattresses & Box springs	No Inv. Tag	Fire 72	Discard /Salvage

1	Metal Desk - Black - EMS Bay	UT 11222	Fire 72	Discard /Salvage
1	Kitchen Chair	0	Fire 72	Discard /Salvage
1	Old Ice Maker		Fire 74	Discard
2	Fryers		Fire 74	Discard
XX	Various Plastic Chairs		Fire 74	Discard

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mark S. Welch, Chair Yes/No

**ATTEST:**

\_\_\_\_\_  
Ann Becker, Vice Chair Yes/No

\_\_\_\_\_  
Bruce Jones, Fiscal Officer

\_\_\_\_\_  
Lee Wong, Trustee Yes/No

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Donald L. Crain, Law Director

PROPOSED