

West Chester

— OHIO —

Trustees Meeting Agenda May 24, 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. Welch

Presentations

- A. Col. Joel Herzog, WCPD - No Parking - Plantation Drive

Mr. Welch

Action Items - For approval by motion

- B. Motion to approve Trustee Meeting Minutes - May 10, 2022
- C. Motion to approve payment of bills

Ms. Brown

Requisitions - Greater than \$7,500.00

- 1. Fire \$ 10,893.60 Stryker Sales Corporation - Purchase four year maintenance agreement for Lifepack 15 Cardiac Monitors and Lucas devices
- 2. Services \$ 15,653.00 Benchmark Land Management, LLC - Replace storm water pipe in Beckett Park (CIP# 1658)

Ms. Brown

Personnel Items

- 3. Fire Hire Jeffrey Elder to the position of Logistics Specialist effective June 1, 2022 at the hourly rate of \$19.39
- 4. Fire Hire Christina Stanley to the position of Administrative Professional I effective June 13, 2022 at the hourly rate of \$17.51

Ms. Brown**Business Items**

5. Comm Dev Motion to approve Resolution No. 13-2022 authorizing the acceptance of the proposed Judgement Entry with Felix Do for property located at 8007 Kennesaw Drive
6. Comm Dev Motion to approve Resolution No. 14-2022 authorizing removal of a junk vehicle located at 7721 Whitehall Circle
7. Comm Dev Motion to appoint one alternate member to the West Chester Township Zoning Commission to fill the three-year term through February 28, 2025
8. Comm Dev Motion to appoint one alternate member to the West Chester Township Board of Zoning Appeals to fill the three-year term through February 28, 2025
9. Comm Dev Motion to declare five properties public nuisances; 6727 Apache Way, 7565 Nordan Drive, 7579 Nordan Drive, 7110 Tylersville Road, 7721 Whitehall Circle West
10. Fire Motion to approve a Memorandum of Understanding (MOU) among West Chester Township Fire Department, Liberty Township Fire Department, and Monroe Fire Department to plan, operate, and maintain a shared Traffic Incident Management Safety Unit (TIMSU) not to exceed \$12,000.00; and, authorize Township Administrator to execute MOU with Law Director approval (CIP# 1776)
11. PIE Motion to approve license agreement between West Chester Township and Union Centre Boulevard Merchant Association for the use of a portion of Township property, 9285 Centre Pointe Drive, and ancillary and adjacent roadways, for the production and presentation of the Union Centre Food Truck Rally
12. Police Motion not to object to a new D1 liquor permit for SBSN LLC dba Korealistic, 7735 Cox Lane
13. Services Motion to appoint Aaron Wiegand, Community Development Director, as Township representative to the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) Intermodal Coordinating Committee (ICC) from July 1, 2022 through June 30, 2023

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

Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Presentation Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Col. Joel Herzog, WCPD - No Parking - Plantation Drive

Background:
<p>Plantation Drive – west side of street Cascade Drive – south side of street St. Matthew Drive – east side of street Ivory Hills Drive – east side of street Twin Creek Trace – east side of street Brushwood Drive – north side of street</p>

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

Dear West Chester Property Owner,

This is formal notification that the West Chester Board of Trustees will consider establishing several “No Parking Zones” in your neighborhood. The “No Parking Zones” are being proposed by the West Chester Police Department for public safety reasons.

The “No Parking Zones” will be created for the following:

- Plantation Drive – west side of street
- Cascade Drive – south side of street
- St. Matthew Drive – east side of street
- Ivory Hills Drive – east side of street
- Twin Creek Trace – east side of street
- Brushwood Drive – north side of street

The proposal to declare the “No Parking Zones” for these locations will be introduced at the May 24, 2022 regular meeting of the Board of Trustees. The final consideration and vote on the topic will take place at the June 14, 2022 regular meeting of the Board of Trustees.

The Board of Trustees meet at 6 p.m. at Township Hall, 9113 Cincinnati-Dayton Road.

By enacting “No Parking Zones” any vehicle parking in these zones will be considered in violation. This proposal was initiated by some of your neighbors, but West Chester Township acknowledges that this action impacts every resident on the affected streets.

Therefore, your concerns, questions and comments regarding this proposed action are important to the Township and should be submitted prior to the Board of Trustees action on June 14, 2022. Impacted residents are welcome to make comments during the citizen comment portions of the May 24, 2022 or June 14, 2022 meeting of the Board of Trustees.

Comments, questions and concerns can also be directed by email to Police Chief Joel Herzog at JHerzog@westchesteroh.org.



Larry D. Burks, MPA, CED, ICMA-CM
Township Administrator

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Action Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion to approve Trustee Meeting Minutes - May 10, 2022

Background:

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

Record of Proceedings: May 10, 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

Gary Rossignol, 7844 Wise Court, praised the quality of life in West Chester, noted, however, it does not have a performing arts center for its orchestra. He asked the Board to create such a center.

Presentations

Mr. Welch had introductory comments for the following presentations, including expressions of appreciation for their work:

Proclamation- Police Memorial Week: Chief Herzog said President Kennedy created this memorial week recognizing fallen police officers. He also thanked the Board for recognizing Police Memorial Week.

Proclamation- Emergency Medical Services Week: Chief Prinz expressed his appreciation to the other departments, saying they work as a team. He said he was proud to lead the organization.

Proclamation- National Public Works Week: Services Director Tim Franck also recognized the departments as a team working together, for which he was appreciative. He also expressed his appreciation to the Board for its support.

Mrs. Becker, Mr. Wong, Mr. Jones, Mr. Burks, and Mr. Welch expressed their respective appreciation for their service to West Chester Township.

Action Items – For Approval by Motion

MOTION made by Mrs. Becker, seconded by Mr. Wong, to approve the Trustee Meeting Minutes for April 26, 2022. Discussion: none. **Motion carried unanimously.**

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

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

Requisitions – Greater than \$7,500.00

1. Adm \$ 69,597.82 Frost Brown Todd LLC - Legal Services through March 31, 2022
(various departments)

2. CIT \$ 9,938.06 Vercom Systems, Inc. - Renew Service and Support Agreement for Township VOIP phone system
3. PIE \$ 8,436.00 VIP Printing Center - Printing of Spring/Summer 2022 West Chester Community Report
4. Police \$ 28,790.00 Drellishak & Drellishak, Inc. - Purchase tactical ballistic vests for SWAT
5. Services \$1,875,000.00 John R. Jurgensen Company - Approve paving application for 2022 (CIP# 1394 & 1395)

MOTION made by Mr. Wong, seconded by Mrs. Becker, to approve payment of requisitions 1 through 5. Discussion: In response to Mrs. Becker's question, Services Director Franck said a list of the streets that will be paved, pursuant Item 5, will be posted on the township website once the requisition is approved. **Motion carried unanimously.**

Personnel Items

There were no Personnel Items.

Business Items

Mr. Burks introduced Assistant Township Administrator Lisa Brown to comment on the next item. She said ADP isn't able to meet the needs of the Township, and this item will enable the creation of software that will merge the needs of payroll, finance, and HR departments, thereby creating greater efficiencies.

MOTION made by Mrs. Becker, seconded by Mr. Wong, to accept cost proposal from Tyler Technologies for provision of Finance and Human Resources ERP software solution and implementation services; and, authorize Township Administrator to negotiate all documents necessary to effectuate and execute contract, with Law Director approval (CIP# 1807).

Discussion: In response to Mrs. Becker's question, Ms. Brown stated the start-up and annual renewal costs, adding that the renewals will be comparable to what's currently being paid, but with greater efficiency. **Motion carried unanimously.**

Mr. Burks introduced the next item saying it is codified in ORC 153.71A and 5575.01.

MOTION made by Mr. Wong, seconded by Mrs. Becker, to advertise for RFQ's for consultants for small project selection services. Discussion: In response to Mr. Welch's question, Mr. Burks said this applies to projects under the \$50,000 threshold and keeps the Township compliant with the ORC. **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

There were no citizen's comments.

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

There were no second readings, or votes on pending resolutions or emergency resolutions.

Discussion Items & Elected Official Comments

Mr. Burks said the Township will be submitting a Letter of Support for the Brent Spence bridge project to the Department of Transportation. Mr. Franck said ODOT is leading the project and is trying to garner community support so the project is well funded.

Mr. Burks then announced that Mr. Franck has accepted a position with Washington Township, and June 1st will be his last day, though his last work day will be May 26th, and Mr. Franck has worked for West Chester Township 11 years effective that day. Mr. Burks also said, as it relates to Police Memorial Week, he has a “soft spot” for the K9 members of the Police Department.

Adjournment

MOTION made at 6:34 p.m. by Mrs. Becker, seconded by Mr. Wong, to adjourn the May 10, 2022 Trustee meeting. Discussion: none. **Motion carried unanimously.**

Respectfully Submitted,

Approved,

Bruce Jones, Fiscal Officer

Mark Welch, Chairperson

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Action Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion to approve payment of bills

Background:

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

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Requisition Item
Submitted By:	
Rick L. Prinz, Fire Chief	

Motion:
Stryker Sales Corporation - \$10,893.60 - Purchase four year maintenance agreement for Lifepack 15 Cardiac Monitors and Lucas devices

Background:
Request to purchase a four year service contract with Stryker for the annual service of four Lifepack 15 cardiac monitors and four Lucas devices. The contract will ensure that our monitors and Lucas devices are operating at manufacturer’s specification and to expedite potential repairs. This agreement includes any needed software upgrade and any onsite repairs needed throughout the year. This will be paid in four annual installments of \$10,893.60.

Finance	Budgeted Item:	N/A; Operational		
	CIP #:			
	TIF Info:			
	Purchase Order:	S221348	Total Encumbrance:	\$ 10,893.60

Sales Rep Name: Ross Finan
 ProCare Service Rep: Jeremy Long

3800 E. Centre Ave
 Portage, MI 49009

Date: 3/24/2022
 ID #: 220324161456

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num:		Name:	Jason Hartley
Shipping Acct Num:	1291566	Title:	Captain
Account Name:	West Chester Fire Station	Phone:	513-777-1133
Account Address:	9119 Cincinnati Dayton Road	Email:	jhartley@westchesteroh.org
City, State Zip:	West Chester , OH 45069		

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs	Total
1	LP15	LifePak 15	LP15 Prevent Onsite	4	4	\$28,800.00
2	Lucas	LUCAS	LUCAS Prevent Onsite	4	4	\$22,464.00

PROGRAM INCLUDES:

- LUCAS Prevent Onsite:**
- Update software to the most current version
 - Check all batteries and battery pins
 - Inspect the integrity of accessories and recommend replacement as needed
 - Test linear sensor and recalibrate if needed
 - Lubricate and adjust mechanical parts, including compression module and claw lock
 - Clean hood, fan, intake and bellows
 - Perform functional test on all mechanical components and electronics
 - Computer-aided diagnostics
 - Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker
 - Repairs (parts and labor) to restore equipment to manufacturer specifications
 - Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure*
 - LUCAS Battery Desk-Top Charger, LUCAS Aux Power Supply, LUCAS Car Cable repair or replacement as deemed necessary by Stryker*
 - Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap
- ** (Onsite Repairs or Depot Depending on Agreement) **

LP15 Prevent Onsite:

- Update software to the most current version
 - Check all batteries and battery pins
 - Inspect the integrity of accessories and recommend replacement as needed
 - Test the integrity of all cables and recommend replacement as needed
 - Electrical safety check in accordance with NFPA guidelines
 - Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
 - Check electrode expiration dates and recommend replacement as needed
 - Check printer operation and trace quality
 - Repairs (parts and labor) to restore equipment to manufacturer specifications
 - LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
 - Power-adaptor repair or replacement
 - Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
 - Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
 - Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.
- **{Onsite Repairs or Depot Depending on Agreement} **

Unless otherwise stated on contract, payment is expected upfront.

Annual Payments \$10,893.60

See below for complete payment schedule

ProCare Total

\$51,264.00

Discount

15%

FINAL TOTAL

\$43,574.40

Start Date: 12/2/2021

End Date: 12/1/2025

Stryker Signature _____

Date _____

Customer Signature _____

Date _____

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number _____

If contract is over \$5,000 please send hard copy PO

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.

All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.

**Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>	<u>Int Paid</u>	<u>Prin. Remaining</u>	<u>Balance</u>
Starting Balance				\$ 43,574.40
12/1/2021	\$ 10,093.60	\$ -	\$ 32,680.00	\$ 32,680.80
12/1/2022	\$ 10,093.60	\$ -	\$ 21,787.20	\$ 21,787.20
12/1/2023	\$ 10,093.60	\$ -	\$ 10,093.60	\$ 10,093.60
12/1/2024	\$ 10,093.60	\$ -	\$ -	\$ -

SERIAL NUMBER SHEET

Item No.	Model	Serial Number	Program
1	LP15	48805835	LP15 Prevent Onsite
2	LP15	48805810	LP15 Prevent Onsite
3	LP15	48804917	LP15 Prevent Onsite
4	LP15	48805797	LP15 Prevent Onsite
5	Lucas	3520P138	LUCAS Prevent Onsite
6	Lucas	3520P140	LUCAS Prevent Onsite
7	Lucas	3520P142	LUCAS Prevent Onsite
8	Lucas	3520P143	LUCAS Prevent Onsite

Purchase Order Form



Account Manager _____
 Cell Phone _____

Purchase Order Date _____
 Expected Delivery Date _____
 Stryker Quote Number 220324161456

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num	0	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1291566	
Company Name	West Chester Fire Station	
Contact or Department	Jason Hartley	
Street Address	9119 Cincinnati Dayton Road	
Add'l Address Line		
City, ST ZIP	West Chester , OH 45069	
Phone	513-777-1133	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
 Email _____
 Phone _____

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name _____
 Title _____
 Signature _____
 Date _____

Attachment Stryker Quote Number 220324161456

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - Stryker will continue to offer contractual service on a yearly basis only
 - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Requisition Item
Submitted By:	
Tim Franck, Director of Community Services	

Motion:
Benchmark Land Management, LLC - \$15,653.00 - Replace storm water pipe in Beckett Park (CIP# 1658)

Background:
<p>West Chester budgeted \$25,000.00 in 2022 to replace some storm water pipe in Beckett Park north of the Baseball Complex. ARP Funding will be used to complete this storm pipe CIP.</p> <p>During heavy weather events, we have experienced some flooding near the recycle area and baseball parking lot at Beckett Park. After consulting with the BCEO regarding our options, we solicited quotes for the replacement of a single pipe storm pipe with two 30” storm pipes. After review of the quotes, Benchmark Land Management has been selected for the work.</p> <p>Community Services is requesting the Board approve a PO to Benchmark Land Management, LLC in the amount of \$14,230.00 plus a 10% contingency of \$1,423.00, for a total PO amount of \$15,653.00.</p>

Finance	Budgeted Item:	Yes; CIP		
	CIP #:	1658		
	TIF Info:			
	Purchase Order:	S221362	Total Encumbrance:	\$ 15,653.00



ESTIMATE

Client Name: West Chester Township
Contact: J Rigsby
Location: 9577 Beckett Road Suite 900
Address: 9577 Beckett Road Suite 900
West Chester OH 45069
Phone:
Email: tmccoy@westchesteroh.org

Date: 3/24/2022 Valid Until: 4/23/2022
Salesman: Daniel Honerlaw
Phone: 513-808-2367
Email: Dan@Benchmarklm.com
Estimate: 2838

Service Name	Estimate Description	Quantity	Rate	Amount
611 - 30" Conduit	Type B, 707.33 Installing 2 30" culverts Under the sidewalk and roadway Installing two new Concrete head walls Repairing asphalt roadway and sidewalk after work is complete Topsoil seed and straw surrounding areas	1	14230.00	14230.00
			Subtotal	\$14,230.00
			Sales Tax	\$0.00
			Total	\$14,230.00

Thank you for giving Benchmark the opportunity to bid for your business. If you have any questions or need further information, please do not hesitate to contact me by email or phone.

Thank you,

Daniel Honerlaw
dan@benchmarklm.com
513-673-0234



AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Personnel Item
Submitted By:	
Rick L. Prinz, Fire Chief	

Motion:
Hire Jeffrey Elder to the position of Logistics Specialist effective June 1, 2022 at the hourly rate of \$19.39

Background:
<p>The West Chester Fire Department created a Part Time Logistics Specialist position about two years ago with no success in attracting applicants. This position was created out of necessity to have someone assist the Fire Departments support staff in the daily management of our assets and inventory.</p> <p>The Part Time Logistics Specialist position will be responsible for the daily management and delivery of the roughly 3,000 station supplies, EMS supplies, and turnout gear through in-processing, inventorying, out-processing, as well as database management.</p> <p>Jeff retired from the Fire Department in February 2022, where he spent his 36 year career as a Firefighter and Lieutenant.</p> <p>The department recommends the Board hire Jeffrey Elder to the position of part time Logistics Specialist at the hourly rate of \$19.39 with a one-year probationary period.</p>

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



**WEST CHESTER TOWNSHIP
ADMINISTRATION**

9113 Cincinnati-Dayton Road
West Chester, OH 45069-3840

T | 513-777-5900
F | 513-779-9369

westchesteroh.org

May 11, 2022

Jeffrey Elder

Dear Jeffrey,

I am pleased to make a final offer of employment for the position of Part-time Logistics Specialist for West Chester Township. The commitment to you regarding compensation, benefits, and related provisions is outlined herein:

General

Position: Logistics Specialist
Employer: West Chester Township
Effective Hire Date: June 1, 2022
Probationary Period: 365 days commencing on Hire Date

Compensation

Base Salary: \$19.39 per Hour

Benefits/Other Provisions

Medical/Dental/Vision: As a part-time employee, you are not eligible for Medical, Dental or Vision benefits.

Leave: As a part-time Logistics Specialist, you will accrue six hours per month for sick leave benefits. No other leave is accrued or given.

Performance Merit Increase: At discretion of Township Administrator generally annually in July.

If you have any questions or need clarification on any item regarding the compensation package, please contact Jackie Lenard at 513-759-7217.

Sincerely,

Larry D. Burks
Township Administrator
cc: Personnel File

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Personnel Item
Submitted By:	
Rick L. Prinz, Fire Chief	

Motion:
Hire Christina Stanley to the position of Administrative Professional I effective June 13, 2022 at the hourly rate of \$17.51

Background:
<p>The West Chester Fire Department Administrative Professional I position has been vacant since February 25, 2022.</p> <p>Christina is retired from the Cincinnati Northern Kentucky Airport, where she spent her 27 year career as the Administrative Assistant/Fire Dispatcher. During her tenure with the Airport, Christina was responsible for all office duties giving her the experience and knowledge of fire operations.</p> <p>The department recommends the Board hire Christina Stanley to the position of Administrative Professional I, effective June 13, 2022 at the hourly rate of \$17.51 with a one year probationary period.</p>

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



**WEST CHESTER TOWNSHIP
ADMINISTRATION**

9113 Cincinnati-Dayton Road
West Chester, OH 45069-3840

T | 513-777-5900
F | 513-779-9369

westchesteroh.org

May 18, 2022

Christina Stanley

Dear Christina,

I am pleased to make a final offer of employment for the position of Administrative Professional I for West Chester Township. The commitment to you regarding compensation, benefits, and related provisions is outlined herein:

General

Position: Administrative Professional I
Employer: West Chester Township
Effective Hire Date: June 13, 2022
Probationary Period: 365 days commencing on Hire Date
Normal Schedule: Monday - Friday 8:00am - 4:30pm, 30 min unpaid lunch

Compensation

Base Salary: \$17.51 Per Hour

Benefits/Other Provisions

Medical/Dental/Vision: Employee may elect to receive medical benefits unless benefits can be or are currently obtained elsewhere. If eligible, plan options are currently offered with employee premium share currently at 15% or 17%. The plan options and employee premium share are subject to Employer discretion.

Insurance Waiver: Employee may elect to receive a \$2,000 annual stipend in lieu of Employer-offered medical coverage. Amount is subject to change at Employer's discretion.

Pension: Employee and Employer shares as determined by Ohio Public Employee Retirement System

Deferred Compensation: Plan provided at current federal maximum contribution.

Leave:	Vacation	As granted to all full-time non-contract Employees**
	Holidays	Eleven (11) established holidays
	Personal	Twenty-four (24) hours annually; you will receive twenty-four hours on your hire date for you to use during your probationary period **
	Sick	Ten (10) hours accrued monthly

**after completion of probationary period

Longevity Pay At Employer's discretion, seventy-five dollars (\$75.00) per year after five (5) years of continuous service

Life Insurance: At Employer's discretion and as provided to other Employees - currently \$50,000 term life

Disability: As provided under Public Employee Retirement System.

Performance Merit Increase: At discretion of Township Administrator generally annually in July

Professional Development: As budgetary circumstances permit and when approved by the Fire Chief.

If you have any questions or need clarification on any item regarding the compensation package, please contact Jackie Lenard at 513-759-7217.

Sincerely,



Larry D. Burks
Township Administrator
cc: Personnel File

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Business Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
Motion to approve Resolution No. 13-2022 authorizing the acceptance of the proposed Judgement Entry with Felix Do for property located at 8007 Kennesaw Drive

Background:
<p>West Chester Community Development has dealt with numerous neighborhood complaints on the property at 8007 Kennesaw Drive being used as a de-facto boarding house with numerous short term rentals staying in the property without the owner being on premise. The effect is a commercial enterprise operating in a residentially zoned neighborhood.</p> <p>West Chester Township filed against the owner, Felix Do, in the Butler County Court of Common Pleas. In the meantime, Frost Brown Todd, on behalf of West Chester Township, began negotiating a settlement agreement with Mr. Do's legal representation. The resulting settlement agreement is attached for The Board of Trustees to review.</p> <p>We were able to negotiate all of what the Township wanted in this settlement and it is a true win for the Township again. Mr. Do agrees to limit occupation of the residence to 5 unrelated persons, as is permitted by the West Chester Zoning Resolution. Mr. Do also agrees to pay a penalty of \$2,000 to West Chester Township for any violation of this settlement. Lastly, Mr. Do is forbidden to list his property on rental websites, including Airbnb and VBRO.</p> <p>With Trustee approval of this settlement, the active case will be considered closed upon all parties signing the settlement agreement.</p>

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

RESOLUTION NO. 13-2022

Resolution authorizing the acceptance of the proposed agreed judgment entry resolving West Chester Township’s discovery case against Felix Do regarding the operation of a boarding house at 8007 Kennesaw Drive

WHEREAS, Ohio Revised Code 519.24 empowers West Chester Township (the “Township”) to prevent, prosecute, and abate violations of the Township’s Zoning Resolution;

WHEREAS, the property located at 8007 Kennesaw Drive, West Chester, Ohio, 45069 Road (the “Property”) has been the subject of multiple resident complaints since March 2021 regarding transient guests staying at the Property, loud noise, and parking issues;

WHEREAS, the Property is located in a R-1A district and cannot be used as a boarding house or AirBNB under the Township’s zoning resolution;

WHEREAS, the Township filed suit for discovery to obtain information regarding how the Property was being used in violation of the Zoning Resolution (the “Discovery Case”);

WHEREAS, since the Township filed the Discovery Case, the owner has agreed to cease using the Property as a boarding house or AirBNB;

WHEREAS, the Board of Trustees has determined that it is in the best interests of the public health, safety and welfare to enter into the Agreed Judgment Entry, attached as Exhibit A, as a resolution to the Discovery Case;

NOW THEREFORE, BE IT RESOLVED that on the basis of the above actions and findings, the West Chester Township Board of Trustees:

SECTION 1. That the Board of Trustees does hereby authorize the Township’s legal counsel to sign the Agreed Judgment Entry in substantially the same form as the attached Exhibit A, on behalf of the Township, and to sign any other documents necessary to effectuate the settlement.

Adopted this _____ day of _____, 2022.

Mark S. Welch, Chair

Yes/No

Ann Becker, Vice Chair

Yes/No

Lee Wong

Yes/No

ATTEST:

Bruce Jones, Fiscal Officer

APPROVED AS TO FORM:

Donald L. Crain, Law Director

0091532.0315629 4868-9814-8383v1

**IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, OHIO**

**BOARD OF TRUSTEES OF WEST
CHESTER TOWNSHIP, BUTLER
COUNTY, OHIO**

Plaintiff,

v.

FELIX DO

Defendant.

: Case No.: CV 2022 03 0437
:
: Judge Greg S. Stephens
:
:
:
:
: **AGREED JUDGMENT ENTRY**
:
:
:

Upon agreement of Plaintiff Board of Trustees of West Chester Township (the “Township”) and Defendant Felix Do (“Defendant” and collectively with the Township, the “Parties”) and for good cause shown, the Court **HEREBY ORDERS, ADJUDGES, AND DECREES** as follows:

1. The Township and Defendant voluntarily submit to the Court’s jurisdiction.
2. Defendant owns the real property located at 8007 Kennesaw Drive, West Chester, Ohio 45069, Butler County Auditor Parcel No. M5620-340-000-058 (the “Property”).
3. The Property is zoned single-family residential, R-1A, under the Township’s Zoning Resolution and is located in a district reserved for single-family homes.
4. Since March 2021, the Township has received multiple complaints from neighbors of the Property regarding transient guests staying at the property, along with associated noise and parking complaints.
5. Boarding houses are not a permitted use in R-1A districts under the Township’s Zoning Resolution.

6. A property made open for short-term rent to transient guests constitutes a boarding house. Under this Agreed Judgment Entry, the term “short-term rent” means a rental period of thirty (30) days or less.
7. Under the Township’s Zoning Resolution, a single-family home may only be occupied by one related family or up to five unrelated individuals.
8. The Township filed a Complaint for discovery pursuant to Civil Rule 34 and R.C. 2317.48, relating to Defendant’s alleged use of the Property as a boarding house (the “Discovery Case”).
9. To resolve this matter without further litigation, the Township and Defendant agree, and the Court orders, the following relief:
 - a. Defendant shall not allow the Property to be used as a boarding house.
 - b. Defendant shall not list the property as available for short-term rent in any manner, including, but not limited to, posting the Property on AirBNB or VRBO’s websites.
 - c. Defendant shall not allow more than five unrelated individuals to occupy the Property.
 - d. Defendant shall not allow tenants of the Property to park, keep, or store more than five vehicles on, or around, the Property.
10. If Defendant fails to comply with the requirements of Paragraphs 9(a) – 9(d), then Defendant shall pay the Township a fine of \$2,000, plus the Township’s costs in pursuing a motion to enforce this Agreed Judgment Entry, including its attorney’s fees. The Township may file a motion to enforce this Agreed Judgment Entry in the Discovery Case.

- a. Prior to pursuing a motion to enforce this Agreed Judgment Entry, the Township shall provide written notice to Defendant that Defendant is violating the Agreed Judgment Entry. The Township shall send such written notice by ordinary mail to the Property and by electronic mail to Defendant's counsel, Ken Wegner, at wegnerlawoffice@yahoo.com. Defendant shall have seven (7) days from the date of mailing to cure the violation at the Property and to demonstrate as such to the Township.
11. This Agreed Judgment Entry shall operate as a final order in the Discovery Case. The Township shall not pursue further relief under the Discovery Case, except as allowed in this Agreed Judgment Entry.
12. The Butler County Court of Common Pleas shall retain jurisdiction to enforce the terms of this Agreed Judgment Entry.
13. This is a final, appealable Order. The Clerk is directed to issue notice hereof pursuant to Rule 58 of the Ohio Rules of Civil Procedure.

Entered this ____ day of May 2022.

Honorable Greg S. Stephens
Butler County Court of Common Pleas

Agreed:

Scott D. Phillips (0043654)
Jonathan E. Roach (0092498)
sphillips@fbtlaw.com
jroach@fbtlaw.com
FROST BROWN TODD LLC
9277 Centre Pointe Drive, Suite 300
West Chester, Ohio 45069
(513) 870-8200
(513) 870-0999 (facsimile)
*Attorneys for Plaintiff West Chester
Township Board of Trustees*

Attorneys for Defendant

0091532.0315629 4873-4931-1004v3

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Business Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
Motion to approve Resolution No. 14-2022 authorizing removal of a junk vehicle located at 7721 Whitehall Circle

Background:
<p>West Chester Community Development has had numerous violations at 7721 Whitehall Circle. The Trustees have previously declared this property a public nuisance in 2019 and 2020. CDD has included the property on this Trustee agenda for tall grass and weed maintenance issues.</p> <p>This Resolution is in partnership with the Property Maintenance Violation to be considered by the Board of Trustees and deal specifically with a junk vehicle stored on the property. The West Chester Zoning Resolution outlines the proper steps to remove a junk vehicle from the premise. The first step in this process is the Board of Trustees authorizing such removal, as per this Resolution.</p> <p>Once the proper time periods have passed (14 days from notice), the vehicle will be removed by West Chester Township and stored in our impound lot for a period of 30 days. If the owner does not claim the vehicle in this time period, the vehicle is disposed of by West Chester Township and all costs are assessed to the property owner.</p>

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

RESOLUTION NO. 14-2022

**Resolution authorizing the removal of the Junk Vehicle at
7721 Whitehall Circle**

WHEREAS, Ohio Revised Code Section 505.871 empowers West Chester Township (the "Township") to identify and remove junk vehicles located within the Township;

WHEREAS, there is currently a black Isuzu Rodeo-Sport at 7721 Whitehall Circle, West Chester, Ohio 45069 that is at least three model years old, apparently inoperable, and extensively damaged, due to multiple flat tires, a broken rear window, a damaged soft top, missing side windows, and garbage filling the vehicle (the "Junk Vehicle");

WHEREAS, the Township has received numerous resident complaints about this Junk Vehicle, which has not been moved in at least two (2) years;

WHEREAS, the Junk Vehicle meets the definition of a junk vehicle under R.C. 505.173(E);

NOW THEREFORE, BE IT RESOLVED that on the basis of the above actions and findings, the West Chester Township Board of Trustees:

SECTION 1. That the Board of Trustees hereby authorizes the Township Community Development Department, or its designee, to provide notice to the owner of 7721 Whitehall Circle, West Chester, Ohio 45069 and all lienholders, as required by R.C. 505.871, that the Township will remove the Junk Vehicle not sooner than fourteen (14) days after service of the notice.

SECTION 2. That the Board of Trustees hereby authorizes the Township Community Development Department to employ the labor, materials, and equipment necessary to remove the Junk Vehicle, if the Junk Vehicle is not removed within fourteen (14) days of service of the notice required by R.C. 505.871.

SECTION 3. That the Board of Trustees hereby authorizes the Township's Fiscal Officer, or his designee, to certify the costs of removal of the Junk Vehicle and a description of the land involved to the Butler County Auditor so that the costs may be entered upon the tax duplicate and become a lien upon the land from that date forward.

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

DRAFT

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Business Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
Motion to appoint one alternate member to the West Chester Township Zoning Commission to fill the three-year term through February 28, 2025

Background:
<p>The West Chester Zoning Commission currently has one open alternate term, which Community Development wishes to fill with the following recommendation:</p> <p>Alternate Term</p> <p>CDD recommends appointment of Brian Asbrock to fill the alternate term through February 28, 2025. Brian Asbrock has been a West Chester resident since 2005.</p>

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

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Business Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
Motion to appoint one alternate member to the West Chester Township Board of Zoning Appeals to fill the three-year term through February 28, 2025.

Background:
<p>The West Chester Board of Zoning Appeals currently has one open alternate term, which Community Development wishes to fill with the following recommendation:</p> <p>Alternate Term</p> <p>CDD recommends appointment of Carl Reisen to fill the alternate term through February 28, 2025. Carl Reisen has lived in West Chester for 23 years.</p>

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

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Business Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
Motion to declare five properties public nuisances; 6727 Apache Way, 7565 Nordan Drive, 7579 Nordan Drive, 7110 Tylersville Road, 7721 Whitehall Circle West

Background:
<p>The Community Development Department has received complaints for the following properties. Community Development staff will continue to obtain voluntary compliance on these properties, but recommends proceeding with public nuisance action in the event voluntary compliance fails.</p> <p>6727 Apache Way Parcel # M5620-136-000-022 Owner: Brandon Atkins Status: Residential property that is vacant and is in foreclosure. Inspection revealed: High grass/weeds and miscellaneous debris. Action: Declare public nuisance pursuant to Ohio Revised Code §505.87</p> <p>7565 Nordan Drive Parcel # M5620-095-000-047 Owner: Timberland Custom Homes Status: Residential property that is a vacant lot but is not in foreclosure. Inspection revealed: High grass/weeds and miscellaneous debris. Action: Declare public nuisance pursuant to Ohio Revised Code §505.87</p> <p>7579 Nordan Drive Parcel # M5620-095-000-048 Owner: Richard & Virginia Jones Status: Residential property that is a vacant lot but is not in foreclosure. Inspection revealed: High grass/weeds and miscellaneous debris. Action: Declare public nuisance pursuant to Ohio Revised Code §505.87</p> <p>7110 Tylersville Road Parcel # M5640-129-000-081 Owner: Jerry Bryant Status: Residential property that appears occupied and is not in foreclosure. Inspection revealed: High grass/weeds and miscellaneous debris. Action: Declare public nuisance pursuant to Ohio Revised Code §505.87</p> <p>7721 Whitehall Circle West Parcel # M5620-178-000-005 Owner: Robert & Bridget Malone Status: Residential property that is vacant and is in foreclosure. Inspection revealed: High grass/weeds and miscellaneous debris. Action: Declare public nuisance pursuant to Ohio Revised Code §505.87</p>

Motion for Public Nuisance Cases May 24, 2022

Having reviewed the staff reports and affidavits, I move that we declare the properties listed on the West Chester Township Board of Trustees meeting Agenda dated May 24, 2022 to be public nuisances as authorized by the Ohio Revised Code

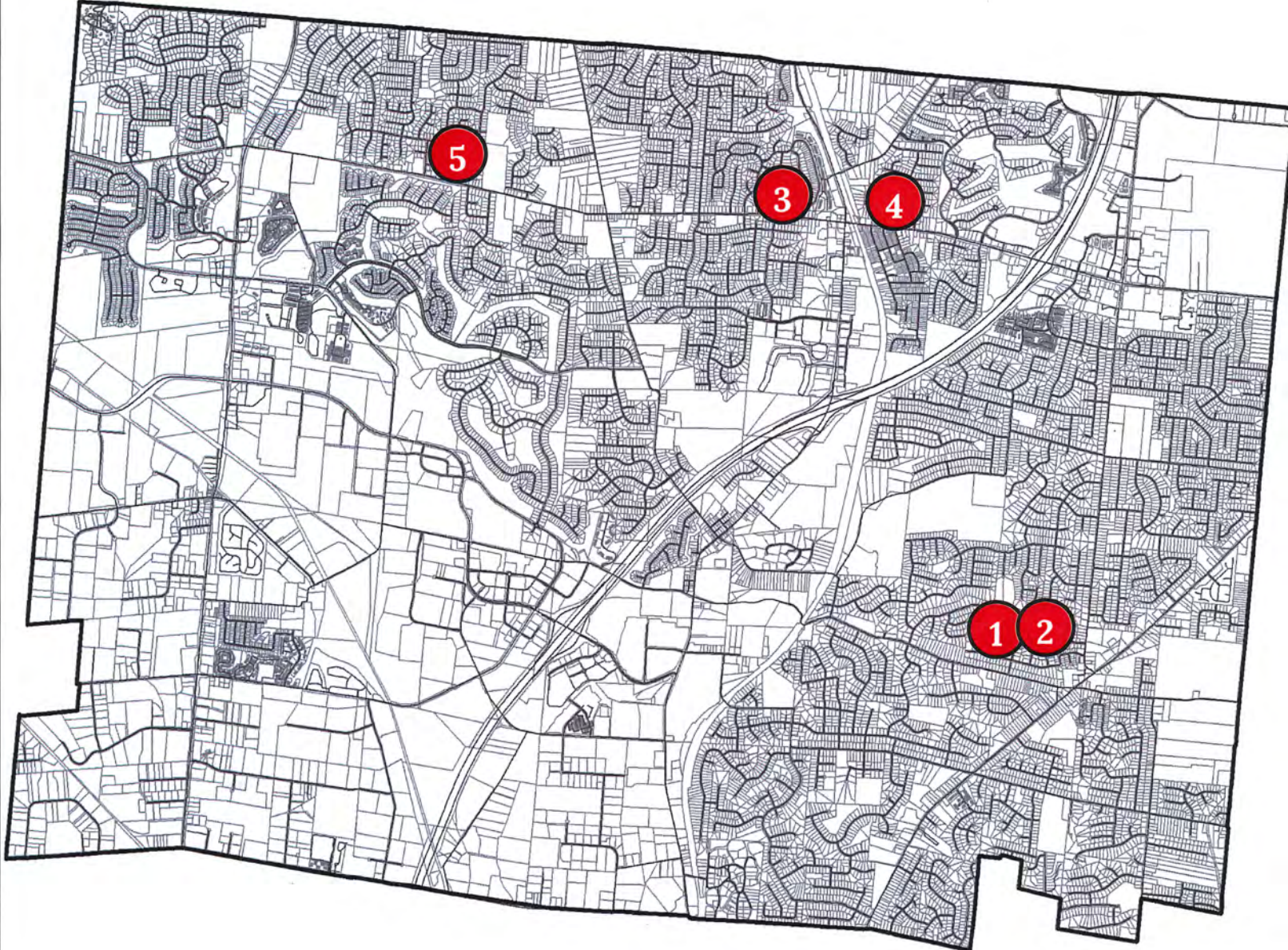
Staff is directed to cause removal of the nuisances identified, and monitor the property for 90 days to require continued compliance. An administrative charge of 25% shall be added to the contractor fee for the property.

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



West Chester
— OHIO —

1. 7565 Nordan Drive
2. 7579 Nordan Drive
3. 6727 Apache Drive
4. 7110 Tylersville Rd.
5. 7721 W Whitehall Cir.



WEST CHESTER TOWNSHIP
Community Development Department
9577 Beckett Road Suite 100
West Chester, OH 45069-5014
513-777-4214
513-874-6804 (fax)
www.westchesteroh.org


**PUBLIC NUISANCE
CASE
May 24, 2022**

AFFIDAVIT OF PROPERTY ADVISOR

Affiant, Bernard Schroeder, having been first duly cautioned and sworn, states as follows:

1. Affiant is a Property Advisor for West Chester Township, Ohio and makes this affidavit based on personal knowledge.
2. Affiant is familiar with the property located at 7579 Nordan Drive, West Chester, Ohio and personally inspected the property on 5/11/22.
3. The photographs attached hereto as Exhibits A through D accurately show the subject property as it looked on or about 5/11/22.
4. The property is a vacant lot; But, not in foreclosure. The property was found to have tall grass, weeds and miscellaneous debris violating Property Maintenance Code sections 302.4 and 305.1 respectively.

Further affiant sayeth naught.

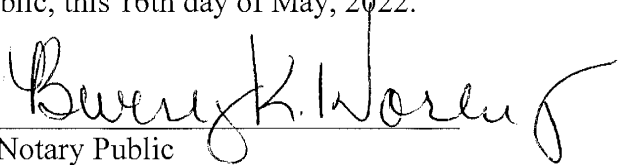


Bernard Schroeder

Sworn and subscribed before me, a notary public, this 16th day of May, 2022.



BEVERLY K WORLEY
Notary Public, State of Ohio
My Commission Expires
August 18, 2024



Notary Public

EXHIBIT

A



EXHIBIT

B



EXHIBIT

C

EXHIBIT


D

AFFIDAVIT OF PROPERTY ADVISOR

Affiant, Bernard Schroeder, having been first duly cautioned and sworn, states as follows:

1. Affiant is a Property Advisor for West Chester Township, Ohio and makes this affidavit based on personal knowledge.
2. Affiant is familiar with the property located at 7565 Nordan Drive, West Chester, Ohio and personally inspected the property on 5/11/22.
3. The photographs attached hereto as Exhibits A through D accurately show the subject property as it looked on or about 5/11/22.
4. The property is a vacant lot; But, not in foreclosure. The property was found to have tall grass, weeds and miscellaneous debris violating Property Maintenance Code sections 302.4 and 305.1 respectively.

Further affiant sayeth naught.

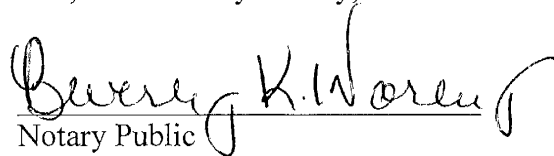


Bernard Schroeder

Sworn and subscribed before me, a notary public, this 16th day of May, 2022.



BEVERLY K WORLEY
Notary Public, State of Ohio
My Commission Expires
August 18, 2024



Notary Public

EXHIBIT

A



EXHIBIT

B



EXHIBIT

C

EXHIBIT

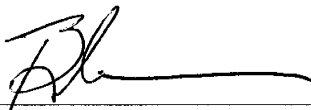
D

AFFIDAVIT OF PROPERTY ADVISOR

Affiant, Bernard Schroeder, having been first duly cautioned and sworn, states as follows:

1. Affiant is a Property Advisor for West Chester Township, Ohio and makes this affidavit based on personal knowledge.
2. Affiant is familiar with the property located at 7110 Tylersville Road, West Chester, Ohio and personally inspected the property on 5/11/2022.
3. The photographs attached hereto as Exhibits A through D accurately show the subject property as it looked on or about 5/11/2022.
4. The property appears occupied and is not in foreclosure. The property was found to have tall grass, weeds and miscellaneous debris violating Property Maintenance Code sections 302.4 and 305.1 respectively.

Further affiant sayeth naught.

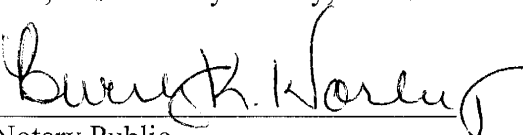


Bernard Schroeder

Sworn and subscribed before me, a notary public, this 16th day of May, 2022.



BEVERLY K WORLEY
Notary Public, State of Ohio
My Commission Expires
August 18, 2024



Notary Public

EXHIBIT

A



EXHIBIT

B



EXHIBIT

C

EXHIBIT


D

AFFIDAVIT OF PROPERTY ADVISOR

Affiant, Bernard Schroeder, having been first duly cautioned and sworn, states as follows:

1. Affiant is a Property Advisor for West Chester Township, Ohio and makes this affidavit based on personal knowledge.
2. Affiant is familiar with the property located at 7721 West Whitehall Circle, West Chester, Ohio and personally inspected the property on 5/11/22.
3. The photographs attached hereto as Exhibits A through D accurately show the subject property as it looked on or about 5/11/22.
4. The property is vacant and is in foreclosure. The property was found to have tall grass, weeds and miscellaneous debris violating Property Maintenance Code sections 302.4 and 305.1 respectively.

Further affiant sayeth naught.

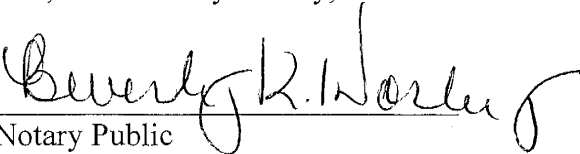


Bernard Schroeder

Sworn and subscribed before me, a notary public, this 16th day of May, 2022.



BEVERLY K WORLEY
Notary Public, State of Ohio
My Commission Expires
August 18, 2024



Notary Public

EXHIBIT

A



EXHIBIT

B



EXHIBIT

C

EXHIBIT

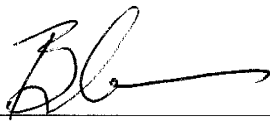
D

AFFIDAVIT OF PROPERTY ADVISOR

Affiant, Bernard Schroeder, having been first duly cautioned and sworn, states as follows:

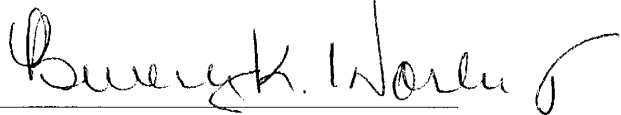
1. Affiant is a Property Advisor for West Chester Township, Ohio and makes this affidavit based on personal knowledge.
2. Affiant is familiar with the property located at 6727 Apache Way, West Chester, Ohio and personally inspected the property on 5/11/22.
3. The photographs attached hereto as Exhibits A through D accurately show the subject property as it looked on or about 5/11/22.
4. The property is vacant and in foreclosure. The property was found to have tall grass, weeds and miscellaneous debris violating Property Maintenance Code sections 302.4 and 305.1 respectively.

Further affiant sayeth naught.



Bernard Schroeder

Sworn and subscribed before me, a notary public, this 16th day of May, 2022.



Notary Public



BEVERLY K WORLEY
Notary Public, State of Ohio
My Commission Expires
August 18, 2024

EXHIBIT

A



EXHIBIT

B



EXHIBIT

C

EXHIBIT

D

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Business Item
Submitted By:	
Rick L. Prinz, Fire Chief	

Motion:
Motion to approve a Memorandum of Understanding (MOU) among West Chester Township Fire Department, Liberty Township Fire Department, and Monroe Fire Department to plan, operate, and maintain a shared Traffic Incident Management Safety Unit (TIMSU) not to exceed \$12,000.00; and, authorize Township Administrator to execute MOU with Law Director approval (CIP# 1776)

Background:
<p>The traffic counts on West Chester’s interstates, state routes, county and local roads is at an all-time high. Motor vehicle accidents on these roadways are also increasing due to multiple factors. One of the most hazardous environments we face on a daily basis is on the roadway. We take great precautions to protect ourselves on the roadways with reflective garments, scene and emergency lighting, vehicle positioning, etc. Despite all of these precautions Fire and EMS workers around the country are increasingly being injured and or killed from drivers driving through an emergency scene on the roadway.</p> <p>About 2 years ago, our neighbor, Liberty Township Fire Department narrowly escaped having members of their department killed when a vehicle rear ended the fire apparatus on the highway, resulting in a total loss of that fire apparatus. Shortly after West Chester approached the Liberty Fire Chief and asked how can we collaborate to increase our safety factor on the roadways. It was from that initial discussion the Traffic Incident Management Safety Unit (TIMSU) was born.</p> <p>This unit will be housed, fueled, and staffed by the Liberty Township Fire Department. The \$35,000.00 cost to outfit the unit will be equally shared between West Chester, Liberty and Monroe Fire Departments; each department will pay no morethan \$12,000.00. This unit will be automatically dispatched to any motor vehicle accident on the roadways, to block traffic, and will have the necessary emergency lighting, scene lighting, traffic barriers and calming devices to help reduce the potential for an accident.</p> <p>In the event of an accident this unit is designed to save the lives of the first responders and the victims they are caring for. Additionally this unit is an older “Reserve” Fire Apparatus that was scheduled for disposal by the Liberty Township Fire Department, and repurposed to create this specialty unit. If this vehicle is totaled it is not a catastrophic loss as compared to a front line fire apparatus worth several hundred thousand dollars.</p>

Finance	Budgeted Item:	Yes; CIP		
	CIP #:	1776		
	TIF Info:			
	Purchase Order:	S221352	Total Encumbrance:	\$ 12,000.00

**MEMORANDUM OF UNDERSTANDING
BETWEEN West Chester Fire Department,
Liberty Township Fire Department and Monroe Fire Department**

1. Parties. This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the West Chester Fire Department (“WCFD”) , whose address is 9119 Cincinnati Dayton Road West Chester, Ohio 45069 , and the Liberty Township Fire Department (“LTFD”), whose address is 6682 Princeton Glendale Road Liberty Township, Ohio 45011, and Monroe Fire Department (“MFD”) whose address is 6262 Hamilton Middletown Road Middletown, Ohio 45044.

2. Purpose. The purpose of this MOU is to establish the terms and conditions under which the Traffic Incident Management Safety Unit (“TIMSU”) will respond and function, and will include the parties’ responsibility to house, staff and maintain the vehicle and equipment.

3. Term of MOU. This MOU is effective after all parties have signed and a start date to launch the program is jointly agreed upon and shall remain in full force and effect for not longer than Three (3) Years from the effective date. Before the completion of the third year of this MOU, the parties will review the MOU and modify if needed. This MOU may be terminated, without cause, by any party upon sixty (60) days written notice, which notice shall be delivered by hand, e-mail with read receipt or by certified mail to the addresses listed above.

4. Responsibilities of West Chester Fire Department. The WCFD agrees to pay one-third (1/3) of the cost of necessary emergency lighting, reflective striping, and traffic control and safety equipment to render the TIMSU operational. Additionally, WCFD agrees to equally split the responsibility for regular and routine preventative maintenance of the TIMSU with MFD by providing regular and routine maintenance on an alternating basis. WCFD will provide maintenance of the TIMSU for the first service occurrence after the effective date of this MOU and for every other service occurrence thereafter.

5. Responsibilities of Liberty Township Fire Department. LTFD agrees to provide the vehicle (1999 Sutphen Rescue Pumper), housing, fuel and staffing for the TIMSU. LTFD agrees to pay one-third (1/3) of the cost of necessary emergency lighting, reflective striping, and traffic control and safety equipment to render the TIMSU operational. Additionally, the LTFD agrees to accept sole responsibility for making drive train repairs to the TIMSU, providing adequate property and liability insurance for the vehicle, and providing training necessary to satisfy insurance requirements to permit non-LTFD personnel to operate the vehicle.

6. Responsibilities of the Monroe Fire Department. MFD agrees to pay one-third (1/3) of the cost of necessary emergency lighting, reflective striping, and traffic control and

safety equipment to render the TIMSU operational. Additionally, MFD agrees to equally split the responsibility for regular and routine preventative maintenance for the TIMSU with WCFD by providing regular and routine maintenance on an alternating basis. MFD will provide maintenance of the TIMSU for the second service occurrence after the effective date of this MOU and for every other service occurrence thereafter.

7. General Provisions.

- A.** Initial costs to upgrade lighting, striping and equipment shall not exceed \$35,000.00; and, the cost will be split equally between WCFD, LTFD and MFD.
- B.** Cost of general maintenance and replacement of worn traffic control and safety equipment will be split between the parties.
- C.** The cost of all repairs needed to maintain the TIMSU in operational condition will be split equally between all parties.
- D.** Repairs and equipment replacement with a cost of less than \$30,000 will be considered on a case by case basis and will require prior written approval by all parties and go through each party's normal purchasing approval process before any repairs are initiated.
- E.** Significant repairs needed to maintain the TIMSU in operational condition with a cost of \$30,000.00 or greater may place the TIMSU out of service. In the event the parties do not jointly agree to fund repairs necessary to return the TIMSU to operational condition or a grant cannot be obtained to fund repairs, this MOU will be null and void. If this MOU is voided, all equipment jointly purchased by the parties will be equally distributed between the parties.
- F.** In the event traffic control or safety equipment is damaged by an individual or entity that is not party to this MOU, repair or replacement costs shall be billed to the individual or entity responsible for the damage.
- G.** All policies and procedures regarding the dispatch and operation of the TIMSU shall be jointly developed and agreed upon by all parties.
- H.** The LTFD will provide a TIMSU response to partnering jurisdictions on a first come first served basis so long as staffing allows. The LTFD shall in no circumstances be required to provide additional staffing to ensure the TIMSU is continuously in service nor will LTFD be required to respond with the TIMSU if LTFD operations will be negatively impacted by the response. The LTFD will notify partnering jurisdictions as soon as reasonably possible when the TIMSU is out of service.

8. Amendments. Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU must be mutually agreed upon by all parties; and, upon joint acceptance shall be incorporated by written instrument, and effective when executed and signed by all parties.

9. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Business Item
Submitted By:	
Barb Wilson, Director of Public Information & Engagement	

Motion:
Motion to approve license agreement between West Chester Township and Union Centre Boulevard Merchant Association for the use of a portion of Township property, 9285 Centre Pointe Drive, and ancillary and adjacent roadways, for the production and presentation of the Union Centre Food Truck Rally

Background:
<p>The Union Centre Boulevard Merchant Association requests use of The Square for the Union Centre Food Truck Rally planned for Friday, August 12th on The Square. The event features a full day of food trucks and live music from 11:00 a.m. to 10:30 p.m.</p> <p>The Union Centre Boulevard Merchant Association’s mission is to promote and celebrate the Union Centre area for business and entertainment. This event supports that mission and additionally helps raise money for a local charity. This year, UCBMA has selected EDGE Teen Center as the beneficiary.</p> <p>The permit for alcohol sales will be held by the Union Centre Boulevard Merchant Association.</p> <p>Event organizers will be responsible for compensating West Chester Police per contract for off-duty details and for reimbursement of overtime costs for Township Community Services personnel required to support the event.</p>

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

LICENSE AGREEMENT BETWEEN WEST CHESTER TOWNSHIP AND THE UNION CENTRE BOULEVARD MERCHANT ASSOCIATION FOR THE USE OF A PORTION OF TOWNSHIP PROPERTY AT 9285 CENTRE POINTE DRIVE, AND ANCILLARY AND ADJACENT PUBLIC ROADWAYS, FOR THE UNION CENTRE FOOD TRUCK RALLY

The Board of Trustees, West Chester Township, Butler County, Ohio, (“Township”), a political jurisdiction, hereinafter called “LICENSOR,” hereby agrees to enter into the LICENSE AGREEMENT (“Agreement”) with the Union Centre Boulevard Merchant Association, which promotes the Union Centre Boulevard Central Business District as a business and retail center of West Chester by supporting existing businesses and encouraging new commerce within the Union Centre Boulevard corridor, hereinafter called “LICENSEE” for the use of a portion of West Chester Property known as The Square @ Union Centre, hereinafter called “REAL ESTATE” owned by Licensor and located at 9285 Centre Pointe Drive, West Chester, OH 45069, and ancillary and adjacent public roadways for Union Centre Food Truck Rally hereinafter called “Event”

1. Purpose. Licensee desires and Licensor allows Licensee to utilize Real Estate for the exclusive use of production and presentation of the Event to be held on Friday, August 12, 2022 from 11:00 a.m. through 10:30 p.m. for the enjoyment of West Chester residents. Licensee agrees to operate and maintain Real Estate exclusively for the Event and this use by Licensee shall not unreasonably impede the free use of the above property by persons not attending these events.
2. Assignment. This Agreement shall be binding upon all parties’ respective heirs, legal representatives, successors and assigns unless otherwise stated herein.
3. Grant and Term. Licensor hereby grants a license to Licensee for the use of Real Estate to be used exclusively by Licensee for the presentation of the Event. The license is valid Thursday, August 11, 2022 at 8:00 a.m. and ending Sunday, August 14, 2022 at 9:00 a.m. and subject to the following terms, responsibilities, and conditions.
4. Amendment. This Agreement may be amended by mutual agreement between authorized representatives of the Township and Licensee. The authorized representatives may negotiate and approve modifications to this Agreement; however, the West Chester Board of Trustees must authorize any amendments.
5. Responsibilities and Privileges of the Parties.

LICENSEE – Union Centre Boulevard Merchant Association:

- a. In consideration of the covenants and agreements contained herein, Licensee agrees to pay One Dollar (\$1.00) for the event and other good and valuable consideration.
- b. Licensee agrees to operate and maintain Real Estate exclusively for the Event and this use by Licensee shall not unreasonably impede the free use of the above Real Estate by persons not attending these events.
- c. It shall be the responsibility of Licensee to provide adequate security protection for the Real Estate described above. It is agreed by Licensee and Licensor that the Real Estate described above shall be open to the public and Licensee shall be authorized to charge reasonable fees for the operation and maintenance of the Real Estate and that any and all revenue generated from the operation of the Real Estate shall be the property of Licensee.
- d. Licensee agrees to abide by all West Chester Township resolutions and not to impede on West Chester Township administration's responsibility for the protection of the public peace, health, safety and welfare.
- e. Licensee agrees that at the expiration of this Agreement, it shall surrender the licensed Real Estate to Licensor in as good a condition as it was on the date of the execution of this Agreement, reasonable wear and tear and unavoidable casualties excepted.
- f. If Licensee should fail to keep any of the covenants of this Agreement, it shall be lawful for Licensor to revoke this license Agreement and to reenter, to repossess and to enjoy the Real Estate as in its first and former state; thereupon this Agreement and everything contained herein on Licensor's behalf to be done and performed shall cease and be void.
- g. During the term of this Agreement, Licensee agrees to provide or obtain the following at no charge to Licensor:
 - i. Booths, tables, tents, staging and sound systems as required
 - ii. Adequate garbage receptacles and bags and personnel to manage clean-up
 - iii. Adequate volunteers for entire event, including set-up and tear-down,
 - iv. Communication System and contacts list for the event
 - v. Implementation of a safety plan that meets the standards of Township safety services with police personnel compensated per contract at off-duty detail and required event dedicated fire personnel compensated per contract

- vi. Compensation of Township road personnel to manage road closure and support trash and restroom clean-up during and after event.
 - vii. Ensure all vendors participating in the event provide appropriate health permits and insurance liability coverage
 - viii. Appropriate and adequate signage to direct attendees to event grounds and approved parking areas
 - ix. Obtain all appropriate permits for the sale of alcohol at the event and provide Licensor with \$1 million in liquor liability insurance with West Chester Township Trustees listed as additional insured
 - x. Provide a Certificate of Liability Insurance for \$1 million per occurrence with respect to personal injury or death, and with policy limits of not less than \$500,000 per occurrence with respect to any loss or damage to property, with “West Chester Township” named as additional insured. Endorsement page must include name of insured, policy number and policy period
 - xi. Notification to businesses and residents within the event site and impacted by road closures
 - xii. Event Site Map
 - xiii. Obtain all appropriate approved permits for non-owned Township property use
 - xiv. Complete Community Event Permit application
- h. Licensee agrees not to destroy, damage, or pollute the licensed Real Estate. Licensee also agrees to use the licensed Real Estate exclusively for the purpose stated above. Further, Licensee agrees not to make any physical alteration to the licensed Real Estate, buildings, or other property situated on the Real Estate and shall pay for damages that may result from the licensed use.

LICENSOR – TOWNSHIP:

- a. Licensor agrees that Licensee, while Licensee keeps and performs its obligations under this Agreement, shall peaceably and quietly hold, occupy, and enjoy the licensed Real Estate during the term of this Agreement, without any interference or hindrance by Licensor or any person lawfully authorized to represent Licensor.

- b. During the terms of this Agreement Licensor agrees to assist and provide the following at no charge to Licensee:
- i. Assistance in coordination of Township services
 - ii. Assistance with set-up of required fencing, staking and safety devices on West Chester Township property prior to the event
 - iii. West Chester property maintained prior to event
 - iv. Required crowd/traffic control devices as determined by West Chester Township
 - v. Authorization of State permits for sale of alcohol on impacted Township-owned property
 - vi. Signed authorization for temporary street closures
 - vii. Event promotion on Township website, social media and West Chester Community Television
6. Indemnification. Licensee shall indemnify and hold the Township, its employees, officers, and assigns, harmless from and against any and all claims, liability, damage, or loss to person or property to the extent that such claim, liability or loss arose or grew out of any act of Licensee, its representatives, invitees, or licensees, together with all costs, expenses and attorney fees incurred with respect to any such claim, demand or legal proceeding made or brought against the Township. If any action or proceeding is brought against the Township by reason of any such occurrence, Licensee will reimburse Licensor for its attorney's fees and costs.
7. Liability Insurance. Licensee agrees to provide the Township, prior to the execution of this Agreement, One Million Dollars (\$1,000,000) of liability insurance, naming the Township an additional insured, to fully and adequately protect the Township from claims caused by any action of Licensee's personnel at all times that Licensee may be utilizing the premises. Licensee must provide and the Township shall keep a copy of a certificate of insurance that proves Licensee's compliance with these terms. Neither party extends to each other nor to any other person or organization indemnification or protection from liability arising from use of the Real Estate. Further, Licensee agrees that any subcontractors, providing services on Real Estate, shall have the same minimum coverage with the Township as a named insured. The insurance certificates of all subcontractors, providing services on the licensed Real Estate, shall also be submitted to the Township prior to the execution of this Agreement.

8. Entire Agreement. The parties acknowledge and agree that this contract constitutes their entire agreement and that no oral or implied agreement exists.

9. Severability. In the event that any portion of this Agreement shall be found to be inconsistent with the law or otherwise unenforceable, the remainder of the Agreement shall remain unaffected and in continuing effect.

10. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio.

11. Captions. The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions contained within this Agreement.

On behalf of the Board of Trustees
West Chester Township, Butler County, OH

On behalf of the Union Centre Boulevard
Merchant Association

Larry D. Burks, Administrator

Becky Wilber, President

Date

Date

Approved as to Form:

Donald L. Crain, Law Director

Date

Approved by Trustees

Date

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Business Item
Submitted By:	
Colonel Joel M. Herzog, Chief of Police	

Motion:
Motion not to object to a new D1 liquor permit for SBSN LLC dba Korealistic, 7735 Cox Lane

Background:

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

Handwritten initials/signature in the top right corner.

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD
P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005

POLICE NOTIFICATION

TO

7639025		N		SBSN LLC	
PERMIT NUMBER		TYPE		DBA KOREALISTIC	
ISSUE DATE		04 29 2022		7735 COX LN	
FILING DATE		D1		WEST CHESTER TWP	
PERMIT CLASSES		09 948 A		WEST CHESTER OH 45069	
TAX DISTRICT		D37286		RECEIPT NO.	

FROM 05/03/2022

PERMIT NUMBER		TYPE			
ISSUE DATE					
FILING DATE					
PERMIT CLASSES					
TAX DISTRICT		RECEIPT NO.			



This notice is sent to you in compliance with Section 4303.26 of the Ohio Revised Code and will serve as official notification of the filing of a permit application.

Depending on the applicant's business entity, enclosed please find a copy of the pending applicant's ownership disclosure form 4029 (Non Profit Entity Disclosure), Form 4030 (Stockholder Disclosure), Form 4031 (Partnership Disclosure), or Form 4032 (Limited Liability Company Disclosure) which lists those individuals who will have an interest in the above captioned permit.

In some instances, the Division will require a background check to be completed by your agency. If enclosed, please complete the Personal History Police Check(s), and return it/them in the enclosed postage paid envelope. If needed, we will submit the forms once received from the applicant at a later date for completion.

The chief police officer of each political subdivision may appear and testify in person or through a representative at any hearing held on the advisability of the issuance or transfer of a permit. However, Section 4303.26 O.R.C. DOES NOT give the police officer the right to request a hearing. If a hearing is desired, the chief police officer should contact the legislative authority (City or Village Council, or Board of County Commissioners, or Board of Township Trustees) and have that entity request a hearing.

The police department may submit any information to the Division relevant to the issuance or transfer of the permit, even if a formal hearing is not requested and conducted. This should be done by a separate letter with supporting documentation. The Division appreciates your statements and concerns regarding the pending application.

Licensing Section

WEST CHESTER TOWNSHIP POLICE DEPT
9577 BECKETT ROAD, SUITE 500
WEST CHESTER OHIO 45069

CERTIFIED MAIL
RETURN RECEIPT REQUESTED



WEST CHESTER POLICE DEPARTMENT LIQUOR PERMIT INVESTIGATION

Date application received: <u>5/9/22</u>		Report date: <u>5/18/22</u>	
<u>7639025</u> Liquor Permit Number		<u>New</u> Type of Permit Requested	
Applicant 1: <u>Sum Kim</u> <small>Name</small> <u>5970 Furlong Way</u> <small>Address</small> <u>Liberty Twp, OH. 45011</u> <small>City, State, Zip Code</small>		Local law enforcement history: Reporting party '17, Field Contact '13, Crash/Citation '13	
Applicant 1: _____ <small>Name</small> _____ <small>Address</small> _____ <small>City, State, Zip Code</small>		Local law enforcement history:	
Applicant 1: _____ <small>Name</small> _____ <small>Address</small> _____ <small>City, State, Zip Code</small>		Local law enforcement history:	
Applicant 1: _____ <small>Name</small> _____ <small>Address</small> _____ <small>City, State, Zip Code</small>		Local law enforcement history:	

Description of projected location: **Korealistic restaurant is located at 7735 Cox Ln. in a shopping plaza located on the north west corner of Doc Dr. and Cox Ln.**

Diagram/Map attached: Yes

Description of projected business operation: **Korealistic is a Korean and Japanese inspired restaurant that has been in business for approximately eight years at this location.**


Public institutions within 500 feet of projected site (May object to permit issue) ex. Schools, Churches, Libraries, Public Playgrounds and Township Parks Additional Institutions should be listed in the investigator's narrative.	
1. N/A	
Name of Institution	Distance
2.	
Name of Institution	Distance
3.	
Name of Institution	Distance

Impact on surrounding business: **There is no projected impact expected on surrounding businesses.**

Investigator's narrative: **On May 18, 2022 I spoke to Sum Kim. She was polite and forthcoming with information. She explained that she has been in business at this location for approximately eight years. She has been attempting to get a D1 permit for beer sales since she first obtained her D2 (wine) permit in 2017. She leases this property and her square footage is roughly 3200 sq. ft. with a maximum occupancy of 70. She will continue to serve Korean and Japanese foods but will also be able to have Korean, Japanese and domestic beers for sale. She will continue to serve wine as well. She currently employs 6 people none of which are underage. Her hours are Monday-Friday 12pm-10pm, Saturday 12pm-1030pm and Sunday 12pm-9pm. The surrounding area is light retail, restaurant and office space. I don't anticipate any impact on the surrounding area. Ms. Kim does not own any other businesses and does not hold any other liquor permits.**

There are no concerns that the approval of this permit will have an adverse effect on public safety efforts. I see no reason to object to this application for this D1 (Beer only for on premises consumption or in original sealed containers for carry out only until 1:00am) liquor permit.

Objecting to Liquor Permit? No If yes, please explain reason for objection:

 #99
 Investigator Name/ ID#

§ 4303.292. Grounds for refusal to issue, transfer or renew permit

(A) The division of liquor control may refuse to issue, transfer the ownership of, or renew, and shall refuse to transfer the location of any retail permit issued under this chapter if it finds:

(1) That the applicant, any partner, member, officer, director, or manager thereof, or any shareholder owning ten per cent or more of its capital stock:

(a) Has been convicted at any time of a crime which relates to fitness to operate a liquor establishment;

(b) Has operated liquor permit businesses in a manner that demonstrates a disregard for the laws, regulations, or local ordinances of this state or any other state;

(c) Has misrepresented a material fact in applying to the division for a permit;

(d) Is in the habit of using alcoholic beverages or dangerous drugs to excess, or is addicted to the use of narcotics.

(2) That the place for which the permit is sought:

(a) Does not conform to the building, safety, or health requirements of the governing body of the county or municipality in which the place is located. As used in division (A)(2)(a) of this section, "building, safety, or health requirements" does not include local zoning ordinances. The validity of local zoning regulations shall not be affected by this section.

(b) Is so constructed or arranged that law enforcement officers and duly authorized agents of the division are prevented from reasonable access to rooms within which beer or intoxicating liquor is to be sold or consumed.

(c) Is so located with respect to the neighborhood that substantial interference with public decency, sobriety, peace, or good order would result from the issuance, renewal, transfer of location, or transfer of ownership of the permit and operation thereunder by the applicant.

(d) Has been declared a nuisance pursuant to Chapter 3767. of the Revised Code since the time of the most recent issuance, renewal, or transfer of ownership or location of the liquor permit.

(B) The division of liquor control may refuse to issue or transfer the ownership of, and shall refuse to transfer the location of any retail permit issued under this chapter if it finds:

(1) That the place for which the permit is sought is so situated with respect to any school, church, library, public playground, or hospital that the operation of the liquor establishment will substantially and adversely affect or interfere with the normal, orderly conduct of the affairs of those facilities or institutions.

(2) That the number of permits already existent in the neighborhood is such that the issuance or transfer of location of a permit would be detrimental to and substantially interfere with the morals, safety, or welfare of the public, and, in reaching a conclusion in this respect, the division shall consider, in light of the purposes of Chapters 4301., 4303., and 4399. of the Revised Code, the character and population of the neighborhood, the number and location of similar permits in

the neighborhood, the number and location of all other permits in the neighborhood, and the effect the issuance or transfer of location of a permit would have on the neighborhood.

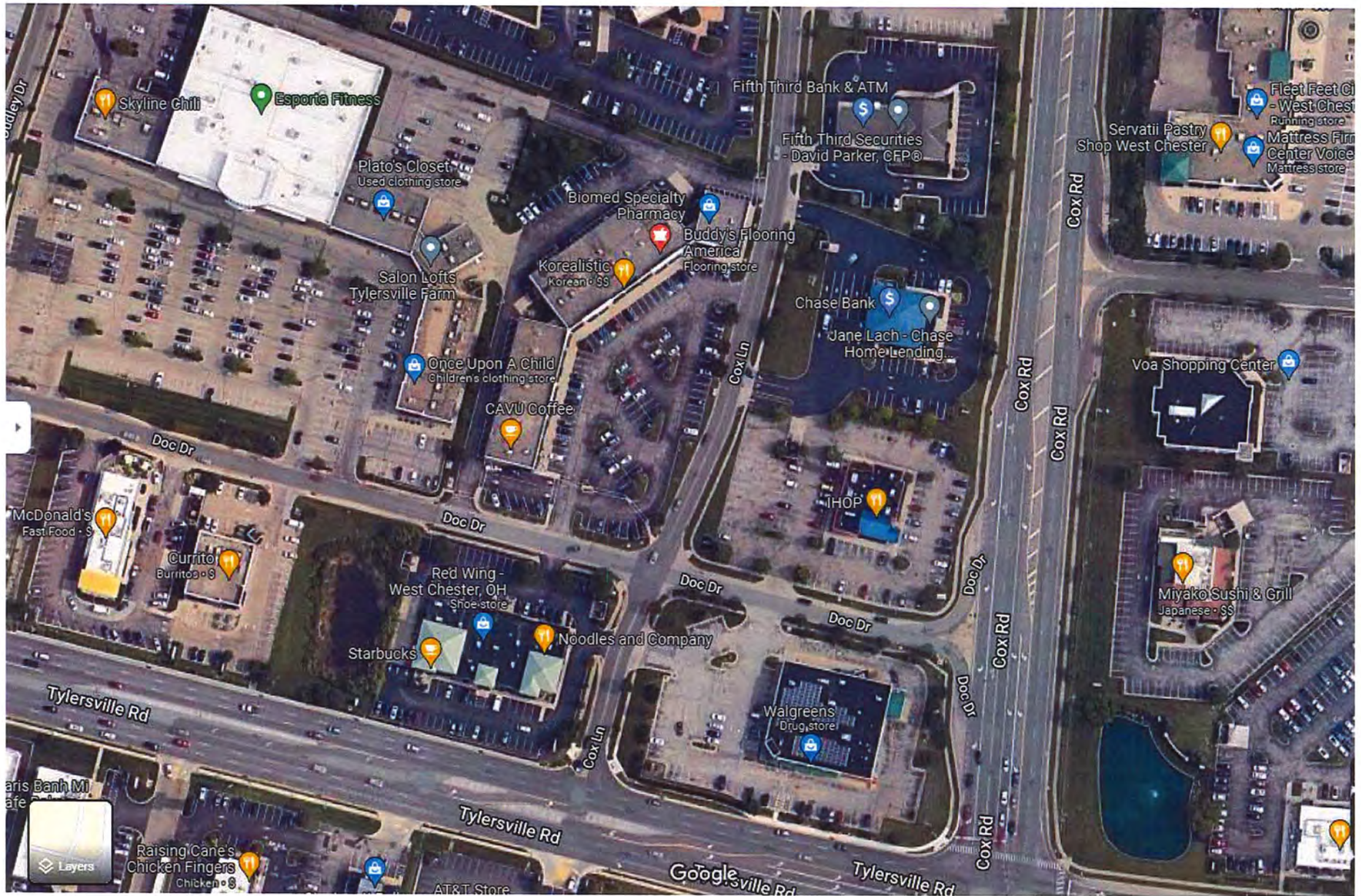
(C) The division of liquor control shall not transfer the location or transfer the ownership and location of a permit under division (B)(3)(b) of section 4303.29 of the Revised Code unless the permit is transferred to an economic development project.

(D) The division of liquor control shall refuse to issue, renew, transfer the ownership of, or transfer the location of a retail permit under this chapter if the applicant is or has been convicted of a violation of division (C)(1) of section 2913.46 of the Revised Code.

(E) The division of liquor control shall refuse to transfer the ownership of or transfer the location of a retail permit under this chapter while criminal proceedings are pending against the holder of the permit for a violation of division (C)(1) of section 2913.46 of the Revised Code. The department of job and family services shall notify the division of liquor control whenever criminal proceedings have commenced for a violation of division (C)(1) of section 2913.46 of the Revised Code.

(F) The division shall refuse to issue, renew, or transfer the ownership or location of a retail permit under this chapter if the applicant has been found to be maintaining a nuisance under section 3767.05 of the Revised Code at the premises for which the issuance, renewal, or transfer of ownership or location of the retail permit is sought.

Korealistic, 7735 Cox Ln. West Chester, OH. 45069



Korealistic, 7735 Cox Ln. West Chester, OH. 45069



AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
May 24, 2022	Business Item
Submitted By:	
Tim Franck, Director of Community Services	

Motion:
Motion to appoint Aaron Wiegand, Community Development Director, as Township representative to the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) Intermodal Coordinating Committee (ICC) from July 1, 2022 through June 30, 2023

Background:
<p>Tim Franck currently serves as the Township’s representative to the Ohio-Kentucky-Indiana (OKI) Intermodal Coordinating Committee (ICC). With the 2021-2022 term expiring at the end of June it is necessary to appoint a staff representative to serve on the ICC for the 2022-2023 term.</p> <p>The ICC is an Advisory Committee. Members provide general technical advice for the Executive Committee/Board of Directors as required and review and comment on technical issues associated with the various studies and recommended plans before submission to the Executive Committee/Board of Directors.</p> <p>The ICC bylaws state the committee is comprised of 74 members from various qualifying agencies throughout the region, including one representative from each township with a population of 40,000 or greater. All members of the ICC will be selected annually by the President of the Council based on recommendations from the ICC. This action occurs at the June Executive Committee/Board of Directors meeting.</p> <p>We suggest appointing Aaron Wiegand, Community Development Director, as Township representative to the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) Intermodal Coordinating Committee (ICC) from July 1, 2022 through June 30, 2023. By way of this appointment, we are requesting the Board acknowledge Tim Dawson, Township Planner, as the Township’s alternate appointment to the ICC.</p>

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