

West Chester

— OHIO —

Trustees Meeting Agenda June 28, 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

None

Mr. Welch

Action Items – For approval by motion

- A. Motion to approve Trustee Meeting Minutes - June 14, 2022
- B. Motion to approve payment of bills

Mr. Burks

Requisitions – Greater than \$7,500.00

1. Adm \$ 22,700.00 Ohio Plan Management Resources, Inc. - Conduct 2022 West Chester Leadership Academy
2. CIT \$ 7,898.20 Nuspire Corporation - Renew and upgrade Township Anti-Virus software, license and support
3. Fire \$ 9,400.00 John Dsuban Spring Service - Repair Vehicle 610 all rear suspension bushings and replace both rear torque rods
4. Services \$ 40,000.00 DWA Recreation, Inc. - Repair Beckett Park Boundless Playground rubber surface (CIP# 1358)

Mr. Burks

Personnel Items

5. Adm Accept various employee resignations per attached report
6. Adm Approve a 3.8% raise for West Chester Township Assistant Administrator, Lisa D. Brown, effective May 29, 2022
7. Police Hire Sidney Ewing to the position of Police Officer effective June 27, 2022 at the bi-weekly rate of \$2,521.34

June 28, 2022

Mr. Burks

Business Items

- 8. Adm Motion to approve Statutory Resolution No. 18-2022 establishing a “No Parking Zone” restricting vehicle parking, stopping or standing at any time along the west side of Plantation Drive and south side of Cascade Drive in West Chester Township, Butler County, Ohio
- 9. Adm Motion to approve Statutory Resolution No. 19-2022 petitioning the Butler County Board of Commissioners to vacate Township Road “Brate Drive”
- 10. Adm Motion to approve a 60 month lease with Quadiant, Inc. for an iX-5 Series mailing system; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement
- 11. Comm Dev Motion to approve Statutory Resolution No. 20-2022 approving a Maintenance Agreement between West Chester Township Board of Trustees and Board of County Commissioners, Butler County, for multi-use paths within West Chester Township; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement
- 12. Police Motion to apply for the Operation Underground Railroad grant; and, authorize Township Administrator to accept said grant if awarded

First Reading of Resolutions & Reading of Emergency Resolutions

Citizen’s Comments

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

- 13 2nd Reading Resolution No. 17-2022 approving Major Change and Preliminary Development Plan for Case # MC03-22 BC-TID Mike’s Carwash

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:
June 28, 2022	Action Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion to approve Trustee Meeting Minutes - June 14, 2022

Background:

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

Record of Proceedings: June 14, 2022
West Chester Township Board of Trustees - Regular Meeting

Convene: Chairperson Welch convened the meeting at 6:03 p.m.
Roll Call: Mr. Welch, Mrs. Becker, and Mr. Wong responded.
Pledge of Allegiance: Repeated by those present.

Citizen’s Comments

Beth McClary, 8027 St. Matthew Place, said she was speaking on behalf of the “informal” Ivory Hills civic association regarding the proposed “No Parking” zones in Ivory Hills. She thanked the Trustees for listening to their concerns and reducing the proposal to only Plantation Drive. She said they mailed a survey to their 155 households and received 48 replies, 12 of whom live on Plantation Drive. 90% of the residents approve “No Parking” on the west side of Plantation Drive. She said drivers would be able to turnaround faster if there were no parking permitted on the one side. She concluded by saying parking at the mosque is currently underutilized.

Dieter Lubert, 7573 Granby Way, expressed his appreciation for Keehner Park, the lawn care at Keehner Park, and expressed his concern with pedestrian safety on Kingsgate Way. He concluded by expressing his concern with Ohio’s recent gun legislation.

Ed Albers, 7267 Brushwood Drive, proposed no parking noon to 5:00 on Friday afternoons.

Sue Fuson, 8056 Twin Creek Trace, concluded Beth McClary’s comments, sharing some suggestions to alleviate traffic congestion on Plantation Drive.

Presentations

There were no presentations.

Action Items – For Approval by Motion

MOTION made by Mrs. Becker, seconded by Mr. Wong, to approve the Trustee Meeting Minutes for May 24, 2022. Discussion: none. **Motion carried unanimously.**

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

Ms. Brown submitted the following requisitions greater than \$7,500:

Requisitions – Greater than \$7,500.00

- | | | |
|-------------|-------------|--|
| 1. Adm | \$59,850.18 | Frost Brown Todd LLC - Legal Services through April 30, 2022 (various departments) |
| 2. Services | \$17,000.00 | Kaffenbarger Truck Equipment Co. - Replace Truck 19 salt hydraulic control system |

MOTION made by Mr. Wong, seconded by Mrs. Becker, to approve payment of requisitions 1 and 2. Discussion: none. **Motion carried unanimously.**

Personnel Items

Ms. Brown introduced the Personnel Item by identifying Noah Zimmer's experience and qualifications to be hired as Career Firefighter/Paramedic effective June 27, 2022 at the bi-weekly rate of \$2,424.00. The next Personnel Item was to hire Rachel Pyle to the position of Police Officer effective June 20, 2022 at the bi-weekly rate of \$2,521.34. Ms. Brown stated Ms. Pyles experience and qualifications, noting she previously worked for the WCPD. Ms. Brown then identified the experience and qualifications of Austin Hess, applicant for the position of Police Officer effective June 6, 2022 at the bi-weekly rate of \$2,821.30. Lastly, Ms. Brown stated the experience and qualification for promoting Joel Woodrum to position of Assistant Superintendent effective June 6, 2022 at the hourly rate of \$31.73. These were identified on the agenda as Personnel Items 3 through 6.

MOTION made by Mrs. Becker, seconded by Mr. Wong, to approve Personnel Items 3 through 6. Discussion: The Trustees expressed their appreciation for the applicants. **Motion carried unanimously.**

Thereupon Mr. Jones administered the oath to Career Firefighter/Paramedic Noah Zimmer, accompanied by West Chester Township Fire Chief Rick Prinz.

Subsequently, Mr. Jones swore in Police Officers Rachel Pyle and Austin Hess, accompanied by West Chester Township Police Chief Joel Herzog.

Business Items

Ms. Brown introduced the next item saying Plante & Moran has assisted staff to identify software that would assist the Finance and Human Resources ERP, and the purpose for this item is to have Plante & Moran to assist with the implementation phase of the chosen software from Tyler Technologies. She also explained the additional terms she negotiated with Plante & Moran at Mr. Welch's request.

MOTION made by Mrs. Becker, seconded by Mr. Wong, to approve service agreement with Plante & Moran, PLLC for provision of implementation consulting services for Tyler Technology ERP software solution not to exceed \$111,000.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement (CIP# 1807). Discussion: In response to Mrs. Becker's question, Ms. Brown commented on the implementation of the new software with Open Gov. She said the term of the contract is 15 months. **Motion carried unanimously.**

Ms. Brown introduced the next item saying this was approved at the last Trustee meeting, but with the dollar amount excluded.

MOTION made by Mrs. Becker, seconded by Mr. Wong, to approve Service Agreement between West Chester Township Board of Trustees and Tyler Technologies, Inc. for Finance and Human Resources ERP software solution and implementation services; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement, not to exceed \$459,793.00 (CIP# 1807). Discussion: none. **Motion carried unanimously.**

Ms. Brown introduced the next item saying this is the first of two parts of the agreement with Woodhull, and it pertains to servicing the equipment. The next agenda item pertains to financing the equipment.

MOTION made by Mr. Wong, seconded by Mrs. Becker, to approve Services Agreement with Woodhull LLC for maintenance of multi-function print and copier equipment; 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 accept proposal and approve a 60 month lease agreement with US Bank for copier equipment; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement. Discussion: none. **Motion carried unanimously.**

Ms. Brown introduced the next item saying the grant can be used for hiring, retention, and wellness/behavioral health initiatives in the police, fire, and communication departments.

MOTION made by Mrs. Becker, seconded by Mr. Wong, to apply for the American Rescue Plan Act (ARPA) First Responder Wellness, Recruitment, Retention & Resiliency Grant; and, authorize Township Administrator to accept said grant if awarded. Discussion: Mrs. Becker said this may help with retaining personnel at a time it's so difficult to attract them. Mr. Welch suggested he supports the motion because we would be at a competitive disadvantage if we did not approve it. **Motion carried unanimously.**

Mr. Welch asked his peers if they would agree to postpone the following agenda item, a motion to approve a Statutory Resolution approving a "No Parking" zone relative to Plantation Drive, in order to allow additional citizen input that evening. They concurred.

MOTION made by Mr. Welch, seconded by Mrs. Becker, to table the agenda item to the next meeting. Discussion: none. **Motion carried unanimously.**

(Fiscal Officer Note: The agenda item was "to approve Statutory Resolution No. 18-2022 authorizing the establishment of a "No Parking Zone" restricting vehicle parking, stopping or standing at any time along the west side of Plantation Drive in West Chester Township, Butler County, Ohio.")

Ms. Brown introduced the next item saying the subject property was a long-term nuisance property, the owner has been court ordered to maintain the property, and this item enable the Township to enforce maintenance in the event the owner fails to do so.

MOTION made by Mrs. Becker, seconded by Mr. Wong, to approve Resolution No. 15-2022 accepting the Agreed Partial Final Order with Sumera Khan for the property located at 7942 Third Street. Discussion: none. **Motion carried unanimously.**

MOTION made by Mrs. Becker that, having reviewed the staff report and affidavit, we declare the properties listed on the West Chester Township Board of Trustees meeting agenda dated June 14, 2022 to be public nuisances as authorized by the Ohio Revised Code. Staff is directed to cause removal of the nuisances identified, and monitor this property for 90 days to require continued compliance. An administrative charge of 25% shall be added to the contractor fee for

this property. Motion seconded by Mr. Wong. Discussion: none. **Motion carried unanimously.**

(Fiscal Officer Note: The subject properties are 8523 Cincinnati Columbus Road and 5900 Muhlhauser Road.)

Ms. Brown introduced the next item saying the event is usually at The Square, however they're moving it for safety sake due to all of the construction by The Square. She said IKEA had offered their parking lot for this event as the alternative.

MOTION made by Mr. Wong, seconded by Mrs. Becker, to approve Property License Agreement between West Chester Township Board of Trustees and IKEA Property, Inc. for use of a portion of their property at 9500 Ikea Way for West Chester Township's production of Touch-A-Truck; 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 TRFO D5I, D6 liquor permit from ABE West Chester LLC, DBA Another Broken Egg, 7701 Voice of America Drive, to Another Broken Egg Cafe of West Chester LLC, DBA Another Broken Egg Café, 7701 Voice of America Drive. Discussion: none. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Wong, to not object to a TRFO D1 liquor permit from John & Ya Inc., DBA Sun Garden Chinese Restaurant, 4897 Smith Road, to B&B Lin LLC, DBA Sun Garden Chinese Restaurant, 4897 Smith Road. Discussion: none. **Motion carried unanimously.**

Ms. Brown introduced the next item saying we apply for this grant annually and the grant this year is for \$8,600.

MOTION made by Mr. Wong, seconded by Mrs. Becker, to apply for the Ohio Attorney General's Ohio Law Enforcement Body Armor Program Grant; and, authorize Township Administrator to accept said grant if awarded. Discussion: none. **Motion carried unanimously.**

Ms. Brown introduced the next item saying it pertains to two police cruisers and several other vehicles that Great Oak will use in their auto repair and police training programs. In exchange, West Chester Township will receive a credit for the Police Academy program at Great Oaks which will approximate \$9,000.

MOTION made by Mrs. Becker, seconded by Mr. Wong, to approve Resolution No. 16-2022 finding multiple police department vehicles are not needed or are unfit for public use; authorizing the disposal of said vehicles through sale to Great Oaks Career Campuses; and crediting the sale price as tuition for the police academy. Discussion: none. **Motion carried unanimously.**

First Reading of Resolutions & Reading of Emergency Resolutions

Resolution No. 17-2022 was addressed at the 7:00 Public Hearing.

Citizen's Comments

John Whited, 7911 Plantation Drive, said he was unhappy that the Board did not vote on the proposed no parking motion that evening. He also said a right-turn lane would contribute to a back-up because the street narrows in that area. He said stop signs would be more effective than speed bumps. He said the traffic issue is mosque traffic, but the speeding issue is everyone.

Yasmin Kajan, 8024 Ivory Hills Drive, suggested opening up Lawrence Drive access in order to alleviate the mosque traffic problem. She also said speeding has been a problem since it opened. She said the mosque is open the first Saturday of the month.

Henry, Executive Director of the Mosque of West Chester, said he was speaking on behalf of the Center. He said they were working with the neighbors because they have shared concerns. He said congestion was their major concern. He suggested changing the traffic light at Plantation and Tylersville to enable more vehicles to pass through, either by extending the green light or enabling more exit during high traffic times.

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. Welch proposed consideration be given to work John Boehner's name into the Voice of America Museum. He noted Mr. Boehner's political career. Mr. Welch proposed more non-profit vendors be permitted to partake of the Thursday night concert festivities on The Square. He also expressed his hope the Duke Energy will have electric restored for everyone shortly. Mrs. Becker asked if the Township could implement no parking on Friday's only because it may be discriminatory. Ms. Brown suggested that might be difficult to enforce. In response to her question, Chief Herzog said the Township doesn't use stop signs to reduce speed as a matter of policy. He also explained the difficulty of modifying the traffic light on Tylersville, adding that the BCEO oversees that traffic light, and said he'd check with the Butler County Engineer regarding the light. He also explained the problems of using Lawrence Drive as a traffic ingress/egress alternative. He also said speed bumps become an annoyance for residents, and damage snow plows. Mrs. Becker said safety needed to be the premier consideration, and said she'd like to re-visit the issue in a year to see if the corrective action was effective.

Mr. Wong noted a band playing Thursday on The Square.

Mr. Jones thanked West Chester/Union Township Historical Society for their commemoration on Memorial Day at Brookside Cemetery when they read the names of the veterans in the cemetery who gave their life for our country. He also recognized the Lakota West Girls Softball team for having won the Ohio State Girls Softball Championship.

Ms. Brown reported on the Township's response to the electrical outage. She said the Township had just received its' second ARPA payment which is being applied to storm pipe replacements. She also said their Strategic Planning meeting will be at the end of August. Lastly, she completed a Neighborhood Reinvestment paper on Route 42.

Public Hearing 7:00 p.m.
Case # MC03-22 BC-TID Mike's Carwash

Staff report: Mr. Tim Dawson gave a PowerPoint presentation that included aerial and site views, signage, landscaping and lighting, and site history. He also observed the Preliminary Development Plan for the adjoining Freedom Pointe, as well as staff considerations and comments. Mr. Dawson responded to Trustee questions, concluded by saying the Trustees were to either approve the application, approve with modifications, or deny the submitted Major Change. No one on the Board had any questions.

Mr. Welch then invited the applicant to address the Board: Comments were made by Joe Trauth, attorney with Keating, Muething, Kiekamp; Mike Dow, Mike's Car Wash founder, 100 Northeast Drive, Loveland; Tye DeBay, Mike's Car Wash C.O.O., 100 Northeast Drive, Loveland; Matt Grever, developer/Braincorp, 45 Fairfield Avenue, Belview, Ky.; Eddie Krieger, Mike's Car Wash, 100 Northeast Drive, Loveland; introduced everyone else and provided project materials to the Board, provided the history of Mike's Car Wash, addressed sound concerns, provided site history, and explained the signage matter, respectively. They responded to Trustee questions.

Mr. Welch then asked for comments as follows:

Proponent Comments: none.

Opponent Comments: none.

Neutral Comments: none.

The Trustees had no questions or need for clarification.

Hereupon Mr. Dawson read the First Reading of Resolution 17-2022:

This is a Resolution approving a Major Change for a PUD, Case # MC03-22 – BC-TID Phase 3, Mike's Carwash:

“If approved, be it resolved that the Preliminary Development Plan would have 16 conditions”.

Mr. Welch declared the Public Hearing closed.

Recess to Executive Session

At 8:13 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: (1) Conference with an attorney for the Township concerning disputes involving the Township that are the subject of pending or imminent court action; (2) 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; (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, or to negotiations with other political subdivisions respecting requests for economic development assistance. Motion made by Mrs. Becker, seconded by Mr. Wong. Mr. Welch said the Board would return to adjourn the Executive Session and to resume the Regular meeting. Discussion: none. **Motion carried unanimously.** Mr. Welch declared the meeting in recess.

Post Executive Session/ Adjournment

MOTION made at 9:43 p.m. by Mrs. Becker to adjourn the Executive Session and resume the June 14, 2022 Regular meeting, seconded by Mr. Wong. Discussion: none. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Wong, to adjourn the June 14th Regular 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:
June 28, 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:
June 28, 2022	Requisition Item
Submitted By:	
Lisa Brown, Assistant Township Administrator	

Motion:
Ohio Plan Management Resources, Inc. - \$22,700.00 - Conduct 2022 West Chester Leadership Academy

Background:
<p>Over the last three years, the Township has enacted many initiatives to attract and retain top talent. This includes revamping the merit increase and performance evaluation process, updating wages to be more in line with the market, and creating advancement opportunities in previously stagnant job positions. To build upon these initiatives and ensure all employees are provided adequate training to understand and meet performance expectations, the Township is launching the West Chester Leadership Academy in 2021.</p> <p>Organization-wide training requires a large upfront investment of both time and money; but the long term benefits are invaluable. Investment in training helps to (1) attract and retain great employees, (2) boost employer reputation, (3) increase innovation and performance, (4) allow upward mobility for promotable employees, and (5) encourages future looking behavior. All of these effects lead to better and higher overall performance of the organization (1,2,3).</p> <p>Administration has worked with Mike Hinnenkamp from the Ohio Plan to develop the West Chester Leadership Academy. This program includes mandatory training for all employees that is tailored to their level of responsibility in the organization and will run September 2021 through 2022. The 2022 calendar is attached. Administration looks to continue this program and is currently planning the 2023 schedule.</p> <p>The cost of the 2022 program is \$ \$26,450.00 for instructor time and materials for 22 sessions, which includes five half-day (4 hour) sessions and five full-day (8 hour) sessions. There will be additional expenses for the 2022 portion of the program.</p> <p>PO S220960, \$3,750 for the "Dealing with Difficult People" training in March 2022. Total needed for the rest of the trainings is now \$22,700.00 for purchase order S221614.</p> <p>References:</p> <ol style="list-style-type: none"> 1. Forbes, "Making Strategic Investments In Employee Development Is Crucial For Success" 2. Inc., "5 Reasons You Should Be Investing in Employee Development" 3. Shift Learning, "Mind-blowing Statistics that Prove the Value of Employee Training and Development"

Finance	Budgeted Item:	N/A;		
	CIP #:			
	TIF Info:			
	Purchase Order:	S221614	Total Encumbrance:	\$ 22,700.00



Request for Professional Services:

West Chester Township: 2022 Leadership Academy Coordination and Facilitation

Description:

West Chester Township (WCT) has requested that Ohio Plan Management Resources, Inc. (OPMR) provide a proposal for professional services to administer and provide facilitation for a variety of different of different sessions for WCT employees as part of the WCT Leadership Academy (LA). The sessions and events will take during 2022.

Requested by: Lisa Brown, Assistant Township Administrator

Goals and Objectives of Leadership Academy Coordination and Facilitation:

- To improve organizational communications by providing all employees with regular updates regarding Township and community activities and projects.
- To ensure all employees are aware of the Township mission (why), core values and the expectations and role they play in the organization to ensure they are achieved.
- To improve the existing leadership skills of the Township Executive Administrative team, Directors and Supervisors and to develop future leaders in the organization by providing leadership development opportunities to interested employees in all departments.
- To ensure employees are aware of and compliant with applicable Township, State and Federal policy and laws.
- To create an ethical workplace that embraces diversity and inclusion.
- To improve workplace interactions by the ability to productively handle conflict, improve employee performance, job satisfaction level and organizational culture.
- To improve organizational and departmental collaboration, teamwork, and trust.
- To provide a foundation for the development of leadership succession plans for each Township Department and Section.



Proposed Scope of Services:

Overall:

- WCT shall create and convene an Employee Leadership Academy Advisory Committee composed of representatives from each functional areas of the Township to provide feedback and input on the curriculum and insight regarding the best way to deliver the training to the departments.
- WCT shall conduct Kick-Off Meetings (5) with all WCT employees to review the LA Program, provide Township, department, and community updates. The meeting shall also review the Township's mission and core values, employee roles, responsibilities, and expectations as well as leadership, training, and advancement opportunities.
- WCT shall provide updates to all employees via an email or other electronic platform regarding changes and updates to the Personnel Policy and a refresher and focus on WCT unlawful harassment policies.
- WCT shall provide to OPMR the names, title, phone number and email of each person that they have chosen to complete an Everything DiSC Assessment Profile or attend a training session (except the Kick-off meeting)
- WCT shall notify each employee and member of their leadership team to explain that they will be receiving email instructions regarding the steps to complete their assessments and training session. Each employee will be informed of the timeline in which they are required to complete each item.
- WCT shall provide the meeting facilities and any food and beverages to be provided for the participants of the planning session
- OPMR shall provide five (5) live two - (2) hour, "Dimwits, Ramblers and Jerks - Dealing with Difficult People" training sessions for all non-supervisory employees thru OPMR Partner, Citizens for Civic Renewal for non-supervisory WCT employees. Sessions shall be designed to give employees fresh approaches to work more effectively with anyone, whether they are aggressive residents or defensive subordinates, clueless peers, or arrogant bosses. Employee will learn how to: Turn aggressive people into collaborative partners, lead more productive conversations, and reduce tension and gets better results.
- OPMR shall provide three (3) live three - (3) hour, "Productive Conflict – How to Deal with Difficult" training sessions for all front line supervisory employees. Training shall utilize and include Everything DiSC Productive Conflict Assessment Profiles and be conducted by OPMR and OPMR Partner, Citizens for Civic Renewal. Each employee will receive a unique profile of their personality style and how their style reacts to conflict situations. Sessions shall be designed to give employees fresh approaches to work more effectively with all personality styles, whether they are aggressive residents or defensive subordinates, clueless peers, or arrogant bosses. Employee will learn how to:

Turn aggressive people into collaborative partners, lead more productive conversations, and reduce tension and gets better results.

- OPMR shall provide two (2) live three (3) hour "Pathway to Leadership" training sessions designed for WCT non-supervisory employees from all departments that have an interest in future advancement through a supervisory/leadership position. The program explores the concept of servant leadership, the role and responsibilities of supervisors and the core work that leaders do. Each employee is given a clear understanding regarding the steps necessary for them to advance either within or outside the organization.
- OPMR shall provide "The Five Behavior of Cohesive Teams Assessment" for 25 Executive Leaders of the Five Township Departments (Functional Areas) and conduct five (5) live eight (8) hour facilitation sessions (1 Each for Each Department/Functional Area) designed to help the individual team members, teams and organization achieve new levels of effective collaboration and teamwork. The process involves the integration of individual DiSC Styles of team members as a point of reference of the five behavior modules (building trust, mastering conflict, achieving commitment, embracing accountability and focusing on results) allowing participants to see how their own and teammates styles affect their work as a team.
- OPMR shall provide two (2), one (1) hour training session on Unlawful Harassment, Discrimination, Bullying and Retaliation for all employees in accordance with the Township policy on the same.

Ohio Plan Management Resource Inc. Professional Services Team

- Michael Hinnenkamp, Ohio Plan Inc., Executive Director; ICMA-CM
- Jennifer Ryan, Ohio Plan Inc., Executive Administrative Assistant
- Cally Gagnon, Ohio Plan Inc. Communications and Research Assistant
- Jeff Stec, Citizens for Civic Renewal, Executive Director



Time Frame and Fee for Services:

S220960

OPMR shall provide five (5) live two (2) hour training sessions thru OPMR Partner, Citizens for Civic Renewal. **Fee: \$3,750.** Sessions shall take place during March 2022. Available Dates: March 1, 2, 15, 16, 22, 23, 24 and 25.

Inv. 3/29/22
paid

S221614

- OPMR shall provide three (3) live three (3) hour training sessions utilizing Everything DiSC Productive Conflict Assessment Profiles and in conjunction with OPMR Partner, Citizens for Civic Renewal. **Fee: \$8,500.** Sessions shall take place during June 2022.
- OPMR shall provide two (2) live three (3) hour "Pathway to Leadership" training sessions designed for WCT non-supervisory employees from all departments. **Fee: \$1,000.** Sessions shall take place in March 2022.
- OPMR shall provide "The Five Behavior of Cohesive Teams Assessment" for 25 Executive Leaders of the Five Township Departments (Functional Areas) and conduct five (5) live eight (8) hour facilitation sessions (1 each for each department/functional Area). **Fee: \$12,000 for 25 total employees and \$150 for each additional employee.** Assessments and facilitation sessions shall take place from June-December 2022.
- OPMR shall provide two (2), one (1) hour training session on Unlawful Harassment, Discrimination, Bullying and Retaliation for all employees in accordance with the Township policy on the same. **Fee: \$1200.** Sessions will take place in November 2022.

Total Fee for Services Provided:

\$31,740 @ (25%) OPMR Member Rate = **\$26,450 Total Fee** (includes local travel, printing, and production fees. Due 30 days after delivery.

Acceptance of Proposal for Services:

As the duly-authorized representative of West Chester Township, I hereby accept this Proposal for Services and authorize the Ohio Plan Management Resources, Inc. to perform the services outlined herein and agree to pay the fee established herein for those services.

Lisa Brown
Assistant Township Administrator
West Chester Township



Ohio Plan - WCT Leadership Academy

DATE	TIME	TRAINING TITLE	AUDIENCE	
3/15/2022	8 am - 10 am	Conflict Management	Non-Supervisors	
3/16/2022	10 am - 12 pm	Conflict Management	Non-Supervisors	
3/17/2022	2 pm - 4 pm	Conflict Management	Non-Supervisors	
3/23/2022	8 am - 10 am	Conflict Management	Non-Supervisors	
3/24/2022	2 pm - 4 pm	Conflict Management	Non-Supervisors	\$ 3,750.00
4/4/2022	1 pm - 2:30 pm	EPE Training - Police	Beiser, Hagaman, Hoffbauer, CLovell, Prichard, Rebholz, Tivin	
4/4/2022	3 pm - 4:30 pm	EPE Training - Fire & Communications	Brooks, Hanifen, Pickering, Wissel Lutz, Vivier, Zeller	
4/5/2022	1 pm - 2:30 pm	EPE Training - Services	Adkins, Groff, McCoy, Owens, Rigsby, Shank	
4/5/2022	3 pm - 4:30 pm	EPE Training - Directors	Burks, Charles, Dick, Franck, Herzog, Keim, Prinz, Wiegand, Whittaker, Wilson	
6/2/2022	8 am - 11 am	Productive Conflict - Supervisors	All Supervisors except those attending the July / August "Five Behaviors of a Cohesive Team." This training is a continuation of November's "Everything DISC Workplace Assessment"	
6/7/2022	9 am - 12 pm	Productive Conflict - Supervisors		
6/9/2022	1 pm - 4 pm	Productive Conflict - Supervisors		\$ 8,500.00
7/12/2022	9 am - 3 pm	5 Behaviors - Departments - Services	Adkins, Franck, McCoy, Owens, Rigsby, Shank	
7/14/2022	9 am - 3 pm	5 Behaviors - Departments - Police	Hagaman, Herzog, Hoffbauer, CLovell, Rebholz	
7/27/2022	9 am - 3 pm	5 Behaviors - Departments - AD, PIE, HR, CD	Brown, Burks, Charles, Keim, Wiegand, Whittaker, Wilson	
8/2/2022	9 am - 3 pm	5 Behaviors - Departments - Fire	Berter, Borneman, Brooks, Hanauer, Hanifen, Hartley, Mainwaring, Pickering, Prinz, Tully	
8/4/2022	9 am - 3 pm	5 Behaviors - Departments - CIT	Dick, Lutz, Vivier, Zeller	\$ 12,000.00
9/22/2022	8 am - 11 am	Pathway to Leadership	TBA	
9/29/2022	1 pm - 4 pm	Pathway to Leadership	TBA	\$ 1,000.00
11/17/2022	1 pm - 2 pm	Discrimination, Harassment, Bullying	All employees	
11/22/2022	10 am - 11 pm	Discrimination, Harassment, Bullying	All employees	\$ 1,200.00

\$ 26,450.00

Paid - March 2022 - PO # S220960 \$ (3,750.00)

S221614 \$ 22,700.00

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
June 28, 2022	Requisition Item
Submitted By:	
Dennis Dick, Director of Communications and Information Technology	

Motion:
Nuspire Corporation - \$7,898.20 - Renew and upgrade Township Anti-Virus software, license and support

Background:
<p>Request approval to renew and upgrade the Township "Sophos" anti-virus software licensing and support.</p> <p>Anti-virus software provides protection for the Township servers, desktop and mobile computers against malicious emails and files. This software agreement provides for constant virus/threat database updates and vendor assistance with quarantine and removal of malicious files.</p> <p>This is an annual renewal, though this year we discovered our current version(s) are end-of-life and will not be supported should we renew "as is" through another one year term. IT has reviewed alternate options and feel the current product is best suited to continue to protect against virus and malicious documents.</p> <p>The term of renewal is 6/27/2022-6/26/2023</p>

Finance	Budgeted Item:	Yes; Operational		
	CIP #:			
	TIF Info:			
	Purchase Order:	S221593	Total Encumbrance:	\$ 7,898.20



Service Order

Nuspire Relationship Manager

Shana Birchett

248-747-2002

Shana.birchett@nuspire.com

Billing Information

Legal Entity Name (as shown on W9)	West Chester Township
Billing Street Address	9113 Cincinnati-Dayton Rd
Billing City, State, Zip	West Chester, OH, 45069
Billing Point of Contact	Dennis Dick
Phone	513-777-5900
Email	ddick@westchesteroh.org

SERVICE TERM	BILLING CYCLE	PAYMENT TERM
1 Year	One Time Payment	30 days

QTY		SERVICE TERM	LIST PRICE
1	1 Year Quote - Central Intercept X Endpoint Advanced Central Intercept X Advanced - 200-499 USERS - 12 MOS - RENEWAL – GOV – Qty. 340 Desc: Central Intercept X Endpoint Advanced Start and End Dates: 6/27/2022 -6/26/2023 License ID: L0002133937. Mfg # CIXI1GTAA	1 Year	\$7,898.20
		TOTAL INVESTMENT	\$7,898.20

Acceptance

Nuspire will provide Services to Client subject to the terms of the MSA and this Service Order. In the event of any conflict or inconsistency between the provisions of the MSA (or any Appendix, Amendment or Exhibit thereto) and the provisions of this Service Order, the terms of this Service Order shall prevail.

Pricing and Scope are good for thirty (30) days from 6/15/2022

Service Commencement Date: Reference [Section 1.3](#) of MSA.

Guarantee

Client reserves the unconditional right to cancel this Service Order within thirty (30) days and cancel all related financial obligations created herein.

Client:

By: _____

Printed Name: _____

Title: _____

Date: _____

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
June 28, 2022	Requisition Item
Submitted By:	
Rick L. Prinz, Fire Chief	

Motion:
John Dsuban Spring Service - \$9,400.00 – Repair Vehicle 610 all rear suspension bushings and replace both rear torque rods

Background:
<p>Vehicle 610 is a 2010 100 foot Tower with 48,500 current miles, which is one of two of West Chester’s Aerial Apparatus. Vehicle 610 is located at Station 73 on Duff Drive. This vehicle is used to access both residential buildings and commercial buildings in the upper floors and roofs during fire investigative events, such as fire alarms. Vehicle 610 also acts in the capacity of a paramedic fire engine to both deliver water and provide paramedic care for advanced life support.</p> <p>The vehicle was taken to West Chester’s Mechanic for an alignment issue along the back axis. The West Chester Mechanics reached out to John Dsuban Spring Service for a quote to fix the alignment issue. John Dsuban Spring Service indicated that all of the rear suspension bushings need to be replaced, along with both torque rods; their quote also includes the rear alignment. John Dsuban Spring Service quoted the Fire Department \$8,966.17 for parts and labor. The parts are being shipped from Canada. The Fire Department has added a 5% contingency to the estimate for any unexpected costs that may arise during the repairs.</p> <p>Due to the vehicle needing partially disassembled to gain an accurate inventory on the parts and labor needed to make the repairs, competitive quotes could not be attained.</p> <p>This is an urgent request, as currently, the West Chester Fire Department does not have any reserve fire apparatus due to the wreck that involved Vehicle 820, which required the shipment of the vehicle to Northern KY.</p> <p>Please approve PO# S221607 in the amount of \$9,400.00 to John Dsuban Spring Service for the repair of Vehicle 610’s all rear suspension bushings and to replace both rear torque rods.</p> <p>Thank you for your consideration.</p>

Finance	Budgeted Item:	No; Operational		
	CIP #:			
	TIF Info:			
	Purchase Order:	S221607	Total Encumbrance:	\$ 9,400.00



OPEN ESTIMATE
OF
REPAIRS

Dsuban SS Inc.
4830 Duff Dr.
Cincinnati, Oh. 45246
phone (513) 860-1200
fax (513) 860-1213

Date: 6-21-22	Open Estimate of Repairs
Customer: West Chester Twp.	Vehicle:
Attention: Don	Make: Sutphen
	Model:
	Year:
	Truck #: Tower 73
	VIN: EZA1003073
	PT code

Line	Item	Part Price	Body Labor Units	Refinish Labor Units	Mech/ Frame Labor units
1	R/R beam pivot hanger bushings				4
2	R/R boggie bushings				12
3	R/l both sets of tires on both drives				2
4	R/l chains on demand				1
5	Parts/ Bushings	\$ 4,128.67			
6	Misc parts, bolts, nuts, ect.	\$ 300.00			
7	Rear alignment				3.75
8	R/R rear drive torque rod side to side				3
9	R/R front drive torque rod side to side				3
10	R/R u-joint at front drive				1.5
11					
12	(Have to order parts. 6-7 days possibly to get in				
13	after approval plus shipping)				
	labor hour totals		0	0	30.25
	SubTotal	\$ 4,428.67	\$ -	\$ -	\$ 4,537.50
	SubTotal	\$			8,966.17
	Tax	\$			-
	Total	\$			8,966.17

Estimate prepared by:

Note: This is an open estimate only based on inspection & does not cover additional parts or labor that may be required after work has begun. Quotations on parts & labor are subject to change.

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
June 28, 2022	Requisition Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
DWA Recreation, Inc. - \$40,000.00 – Repair Beckett Park Boundless Playground rubber surface (CIP# 1358)

Background:
<p>Beckett Park is an excellent asset for the Township and needs to be preserved and updated when possible. The Beckett Park Boundless Playground was built in 2009 for children of all abilities. Instead of mulch like most playgrounds, a poured-in-place rubber surface was used. Due to the age of the material, it is separating from around the edge and is a safety concern. DWA Recreation can cap the resurface and replace one inch around the boarder to solve this issue. This will also allow us to maintain the correct rating for impact surface. This repair will prolong the life of the surface for an additional 5-10 years until it is time to replace the whole playground.</p> <p>Community Services is requesting the Board approve a Purchase Order to DWA Recreation in the amount of \$38,214.00 plus a contingency of \$1,786.00 for a total of \$40,000.00.</p>

Finance	Budgeted Item:	Yes; CIP, TIF		
	CIP #:	1358		
	TIF Info:	219		
	Purchase Order:	S221612	Total Encumbrance:	\$ 40,000.00



P.O. Box 208 Harrison, OH 45030
 Toll Free 800-762-7936
 Fax 330-821-4505
 www.dwarec.com
 info@dwarec.com

05/25/2022
 Quote #
 55314-01-01

Beckett Park - PIP Repair - Recap - 5.25.2022

West Chester Township
 Attn: Joel Woodrum
 8558 Beckett Road
 West Chester, OH 45069
 Phone: 513-759-7302
 jwoodrum@westchesteroh.org

Project # 25917
Job # 25917-01
Ship to Zip 45069

Quantity	Part #	Description	Unit Price	Amount
1	PIP	GT-Impax - 3800 Sq Ft of Poured-in-Place Rubber Surfacing- This price includes supply of 1/2" Cap only and is based on the following: 50% black & 50% standard color blend: _____(indicate color wanted) Temperatures must be 50 degrees & rising; all areas must be installed on same trip; security during cure time (approximately 72 hours) to be provided by owner or general contractor unless otherwise noted; standard flush edging detail unless otherwise noted; installation figured at non-prevailing wage rates.	\$30,014.00	\$30,014.00
1	INSTALL	Other - Tear out 338 LF Perimeter (1' width) and pour 3800 SF of new cap surfacing	\$8,200.00	\$8,200.00
			Sub Total	\$38,214.00
			Total	\$38,214.00

To purchase any of the options (or discounts) listed above, please indicate the items you'd like included and request a final quote from our office with the revised total.

Pricing on Equipment is valid for 30 days. Please request a new price after that time. Our quotation is based on shipment of all items at one time to a single destination, unless otherwise noted, and changes are subject to price adjustment.

Surfacing Square Footage Disclaimer: The above square footage is based on our calculations from drawings offered in the bid package. While DWA Recreation, Inc. tries to be accurate, we do not guarantee the preciseness of the square footage given. The contractor shall be responsible for verifying all calculations. Should the contractor need to adjust pricing to meet their calculations, please feel free to contact our office to verify the cost per square foot.

Payment terms: Payment in full, net 30 days subject to credit approval. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment will be invoiced separately from other services and shall be payable in advance of those services and project completion.

Force Majeur e: No Party to this Agreement shall be responsible for any delays, price increases, or failure to perform any obligation under this Agreement due to acts of God, outbreaks, epidemic/pandemic or the spreading of disease or contagion strikes or other disturbance, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure, the Parties' duty to perform obligations shall be suspended.





P.O. Box 208 Harrison, OH 45030
Toll Free 800-762-7936
Fax 330-821-4505
www.dwarec.com
info@dwarec.com

05/25/2022
Quote #
55314-01-01

Beckett Park - PIP Repair - Recap - 5.25.2022

To order: Please complete the acceptance portion of this quotation and provide color selections, purchase order copy and other key information requested.

This quote does not include any state or local sales taxes. Sales tax will be added to the order if required, unless otherwise noted.

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Purchase Orders must be made out to:

DWA Recreation, Inc.
P.O. Box 208
Harrison, OH 45030

Once equipment is ordered, the owner assumes that the equipment is being installed according to the ASTM standards for layout and design. Additionally, the owner shall check to make sure that all appropriate fall zones are current and compliant. In the event that the owner has to return the equipment, both inbound and outbound freight will be charged along with a 25% restocking fee.

Unitary Rubber Surfacing Installation Terms:

- See product specifications for specific detailed product information, installation information, compliance documentation, and appropriate certifications. Standard warranty included unless otherwise noted.
- Quote is based on the information provided and is subject to change based on final installation unless indicated otherwise, in writing. Any changes or additions to this proposal, will affect pricing.
- Sub-base when provided by others is the responsibility of the owner and/or others, unless otherwise noted. The substrate must meet specifications including drainage and grade requirements.
- There is no demolition or site-work included in the scope of this quote unless noted otherwise above.
- Site access must be a minimum of 25' for trucks and mixer, with no stairs. Irrigation, sprinkler, and/or water systems must be shut off 24 hours before install and remain off until 24 hours after installation is complete.
- Additional charges for downtime/stand-by may be assessed in the event that installation is delayed due to the site not being ready as scheduled or if installation is interrupted for reasons other than those related to weather or general public emergencies.
- Security and waste removal during install and upon completion is the responsibility of the owner, unless noted otherwise above.
- See appropriate specification for temperature and precipitation constraints.
- The scope of this quote does not include on-site fall attenuation testing, available upon request at additional charge.
- Installations scheduled after 90 days of proposal acceptance may be subject to price adjustments.
- Please be advised that our current lead time is approximately 8-10 weeks due to a national urethane shortage. Install dates could be pushed back as we wait to receive our allotment of urethane. We appreciated your patience and will keep you updated as it gets closer to install.





P.O. Box 208 Harrison, OH 45030
 Toll Free 800-762-7936
 Fax 330-821-4505
 www.dwarec.com
 info@dwarec.com

05/25/2022
 Quote #
 55314-01-01

Beckett Park - PIP Repair - Recap - 5.25.2022

Order Information:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____

Tel: _____

Fax: _____

Cell Phone: _____

eMail: _____

Fax: _____

eMail: _____

Project/Site Location: _____

Contact: _____

Address: _____

City, State, Zip: _____

Tel: _____

Fax: _____

eMail: _____

Coordinates or Description of Location: _____

Acceptance of quotation:

Accepted By (printed): _____

Date: _____

Title: _____

P.O. No: _____

Telephone: _____

Fax: _____

Purchase Amount: **\$38,214.00**

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

Customer Signature

Sales Representative: Grant Greiwe



AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
June 28, 2022	Personnel Item
Submitted By:	
Lisa Brown, Assistant Township Administrator	

Motion:
Accept various employee resignations per attached report

Background:
Please see the resignation report attached.

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

CO CODE	POSITION ID	NAME	HOME DEPARTMENT	JOB TITLE	HIRE DATE	TERMINATION DATE	REASON	YEARS OF SERVICE	REPORTS TO
ABY	ABY009515 USA	Thacker, Leann M	000010 - FIRE DEPARTMENT	ADM PROF - ADMINISTRATIVE PROFESSIONAL I	02/14/2022	02/25/2022	G - Resignation	0:0	
ABY	ABY000132 USA	Foister, Corey	001A26 - ADMINISTRATIVE	INTRN - Administrative Intern	09/30/2021	03/01/2022	G - Resignation	0:5	Brown, Lisa D
ABY	ABY082507 USA	Shank, Mark A	000004 - ROAD & BRIDGE	ASST SUP - ASSISTANT	04/08/1991	03/31/2022	Retired	30:11	Rigsby, James D
ABY	ABY032311 USA	Mesman, Jason S	000010 - FIRE DEPARTMENT	PT FIRE - PART TIME FIRE	02/07/2011	04/16/2022	G - Resignation	11:2	
ABY	ABY050021 USA	Lewis, Rita M	000009 - POLICE DEPARTMENT	REC CLER - RECORDS CLERK	10/13/2002	04/18/2022	Retired	19:6	
ABY	ABY005937 USA	Clem, Margaret	000009 - POLICE DEPARTMENT	OFFICER - POLICE OFFICER	07/31/2017	04/21/2022	G - Resignation	4:8	
ABY	ABY055404 USA	Berter, Colin M	000010 - FIRE DEPARTMENT	PT FIRE - PART TIME FIRE	04/18/2017	04/27/2022	G - Resignation	5:0	
ABY	ABY013735 USA	Buschelman Sr, Joseph E	000009 - POLICE DEPARTMENT	OFFICER - POLICE OFFICER	05/03/1999	05/19/2022	Resignation	1:6	
ABY	ABY003992 USA	Marconi, John D	000009 - POLICE DEPARTMENT	OFFICER - POLICE OFFICER	04/09/2018	05/22/2022	G - Resignation	4:1	
ABY	ABY041900 USA	Franck, Timothy J	000VOA - PROJECT MANAGEMENT	SERV DIR - SERVICES DIRECTOR	06/01/2011	05/31/2022	G - Resignation	10:11	Brown, Lisa D
ABY	ABY024571 USA	Elder, Jeffrey K	000010 - FIRE DEPARTMENT	LOGSPC - Logistics Specialist	11/11/1987	06/01/2022	Retired	0:0	
ABY	ABY007344 USA	Steele, Zachary P	000009 - POLICE DEPARTMENT	OFFICER - POLICE OFFICER	11/01/2021	06/06/2022	G - Resignation	0:7	
ABY	ABY001937 USA	Jensen, Kelly S	001A26 - ADMINISTRATIVE	HRASST - HR Assistant	07/14/2021	06/09/2022	G - Resignation	0:10	Charles, Tonya N

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
June 28, 2022	Personnel Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Approve a 3.8% raise for West Chester Township Assistant Administrator, Lisa D. Brown, effective May 29, 2022

Background:
<p>West Chester Township Assistant Administrator, Lisa D. Brown, was hired July 2, 2018. Per her employment contract her performance shall be evaluated "...every year in June starting in 2018."</p> <p>The Township Administrator determined that Lisa is to receive a raise of 3.8% "...to be effective the first full pay period closest to the Board of Trustees' award of the increase."</p>

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

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
June 28, 2022	Personnel Item
Submitted By:	
Colonel Joel M. Herzog, Chief of Police	

Motion:
Hire Sidney Ewing to the position of Police Officer effective June 27, 2022 at the bi-weekly rate of \$2,521.34

Background:
<p>The West Chester Police Department would like to request Trustee approval of the hiring of Sidney Ewing as a full-time police officer. The hiring of Sidney Ewing will fill one of our police officer vacancies.</p> <p>Sidney Ewing earned a degree in Criminology with a minor in Forensic Investigation and Psychology from Indiana State University. Sidney Ewing will be attending the Butler Tech. Police Academy in July.</p> <p>Sidney Ewing's effective date of hiring was June 27, 2022, with a starting salary of \$65,554.84 at the bi-weekly rate of \$2,521.34 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 25, 2022

Sidney Ewing

Dear Sidney,

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

General

Position:	Police Officer
Employer:	West Chester Township
Effective Hire Date:	June 27, 2022
Probationary Period:	Three hundred sixty-five (365) calendar days from the first day that Employee reports to work as a certified peace officer.

Compensation

Base Salary:	\$65,554.84 (Step 1) Annually
--------------	-------------------------------

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% for medical. 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.
-------------------	--

Voluntary Insurance(s)	Available at Employee cost; coverage may be elected even if medical insurance is denied.
------------------------	--

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 contract employees after successful completion of probationary period;
	Holidays: Eleven established holidays
	Personal: Three (3) days annually after successful completion of one (1) year of full-time service;

Sick: Ten hours accrued monthly; Please refer to the current FOP Collective Bargaining Agreement

Longevity Pay: At Employer's discretion, seventy-five dollars per year after five years of continuous service

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

Disability: As provided under Public Employee Retirement System.

Performance Merit Increase: Please refer to the current FOP Collective Bargaining Agreement

Professional Development: As budgetary circumstances permit and when approved at the discretion of the Police Chief.

The tuition cost for the Police Academy must be repaid in full if you end your employment within 12 months of completion of the Police Academy.

If you have any questions or need clarification on any item regarding the compensation package, please contact HR Specialist, Ms. 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:
June 14, 2022	Business Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion to approve Statutory Resolution No. 18-2022 establishing a “No Parking Zone” restricting vehicle parking, stopping or standing at any time along the west side of Plantation Drive and the south side of Cascade Drive in West Chester Township, Butler County, Ohio

Background:
<p>By enacting a “No Parking Zone” any vehicle parking in this zone will be considered in violation. This proposal was initiated by some neighbors of Plantation Drive, but West Chester Township acknowledges that this action impacts every resident on the affected streets.</p> <p>Concerns, questions and comments regarding this proposed action are important to the Township and were heard at the May 24 Board of Trustees meeting.</p>

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

RESOLUTION NO. 18-2022

Statutory Resolution establishing a “No Parking Zone” restricting vehicle parking, stopping or standing at any time along the west side of Plantation Drive and south side of Cascade Drive in West Chester Township, Butler County, Ohio

WHEREAS, the West Chester Township Board of Trustees is authorized by Ohio Revised Code §505.17 to regulate vehicle parking within the unincorporated area of the Township; and,

WHEREAS, Ohio Revised Code §4511.07(1) allows further restriction to regulate the parking, standing or stopping of vehicles; and,

WHEREAS, it has been determined vehicle parking on the west side Plantation Drive and south side of Cascade Drive, is a hazard including the entire cul-de-sac; and, creates conflicts for, between, and among emergency, passenger, and service vehicles; and,

WHEREAS, the West Chester Township Board of Trustees has determined a regulation of no parking, standing or stopping of vehicles at any time, for the west side of Plantation Drive and south side of Cascade Drive, is necessary to preserve the health, safety, and welfare of Township residents, commuters, and business patrons; and a “No Parking Zone”, restricting parking, standing or stopping at any time should be established at the following location:

The entire length on the west side of Plantation Drive and south side of Cascade Drive; (Exhibit A, solid red line); and,

WHEREAS, notice of this proposed “No Parking Zone”, has been posted in conspicuous places along the affected street, and property owners have been notified accordingly;

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

SECTION 1. Establish a “No Parking Zone”, restricting vehicle parking, standing or stopping at any time, for the west side of Plantation Drive and south side of Cascade Drive, is a hazard; effective 30 days from the date this Resolution is approved and signed.

SECTION 2. Determine any violation of this parking regulation for the “No Parking Zone” constitutes a minor misdemeanor.

SECTION 3. Authorize the Board or its designated agent, the West Chester Police Department, to order into storage any vehicle in violation of this Resolution.

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

Exhibit A





AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
June 28, 2022	Business Item
Submitted By:	
Lisa Brown, Assistant Township Administrator	

Motion:
Motion to approve Statutory Resolution No. 19-2022 petitioning the Butler County Board of Commissioners to vacate Township Road “Brate Drive”

Background:
<p>West Chester staff recommends a plan to vacate a portion of Brate Drive to the Board of Trustees for consideration.</p> <p>The formal vote to vacate the roadway will be made by the Butler County Board of Commissioners. However, the process requires the West Chester Board of Trustees to pass a motion in support of such a request.</p> <p>With Trustee recommended approval of this request, staff will notify the Butler County Board of Commissioners of the action taken by the Board of Trustees.</p>

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

RESOLUTION NO. 19-2022

Resolution to petition the Butler County Board of Commissioners to vacate a Township Road ("Brate Drive")

WHEREAS, there currently exists within West Chester Township, Butler County, Ohio (the "Township"), a township road known as "Brate Drive" (the "Road") that was publicly dedicated by the records of the Butler County Recorder's Office, and

WHEREAS, a section of Brate Drive is requested to be vacated to permit the construction of a new commercial facility within West Chester Township; and,

WHEREAS, a section of Brate Drive to be vacated is per the attached plans, hereby referenced as Exhibit A; and,

WHEREAS, the Board of Trustees may petition the Board of Butler County Commissioners to vacate a township road pursuant to the provisions of Ohio Revised Code Section 5553.045; and,

WHEREAS, the Board finds it to be in the best interest of the Township to move forward with the process to vacate the section of Brate Drive as described in Exhibit A.

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

SECTION 1. the Board hereby petitions the Board of Butler County Commissioners to take such actions as are necessary to vacate the section of Road pursuant to the provisions of the Ohio Revised Code;

SECTION 2. that the Board hereby directs Larry D. Burks, Township Administrator, or his designee, to file a copy of this Resolution with the Board of Butler County Commissioners and certify a copy to the Butler County Engineer; and

SECTION 3. this Board finds and determines that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in open meetings of this Board, and that all deliberations of this Board that resulted in formal actions were taken in meetings open to the public, in compliance with all legal requirements, including but not limited to, Ohio Revised Code Section 121.22, except as otherwise permitted thereby.

Adopted this _____ day of _____, 2022.

Mark S. Welch, Chair

Yes/No

ATTEST:

Lee Wong, Vice Chair

Yes/No

Bruce Jones, Fiscal Officer

Ann Becker, Trustee

Yes/No

APPROVED AS TO FORM:

Donald L. Crain, Law Director

DRAFT

0.133 ACRES

SEGMENT #1 : CURVE
 LENGTH: 110.00' RADIUS: 63.00'
 DELTA: 187° 23' 17" TANGENT: 387.31'
 CHORD: 118.59' COURSE: N66° 28' 28"E
 COURSE IN: N67° 18' 49"E COURSE OUT: N67° 42' 07"E
 RP NORTH: 8603.9607' EAST: 3721.3767'
 END NORTH: 8686.9868' EAST: 3782.0746'

SEGMENT #2 : CURVE
 LENGTH: 36.59' RADIUS: 33.00'
 DELTA: 67° 31' 44" TANGENT: 21.21'
 CHORD: 34.84' COURSE: S67° 39' 49"W
 COURSE IN: N67° 47' 07"E COURSE OUT: S12° 51' 37"E
 RP NORTH: 8662.1253' EAST: 3807.4239'
 END NORTH: 8662.8779' EAST: 3814.1011'

SEGMENT #3 : LINE
 COURSE: S77° 08' 23"W LENGTH: 108.30'
 NORTH: 8628.5565' EAST: 3707.5428'

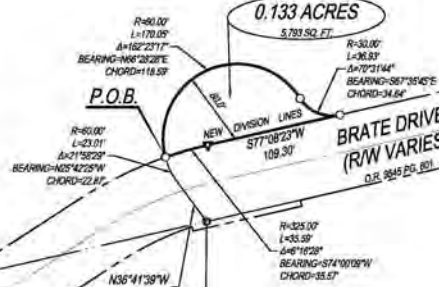
SEGMENT #4 : CURVE
 LENGTH: 39.59' RADIUS: 33.00'
 DELTA: 108° 18' 28" TANGENT: 17.81'
 CHORD: 38.57' COURSE: S34° 00' 09"W
 COURSE IN: S17° 51' 37"E COURSE OUT: N18° 08' 09"W
 RP NORTH: 8611.7029' EAST: 3776.8168'
 END NORTH: 8618.7488' EAST: 3873.3472'

PERIMETER: 331.87' AREA: 0.133 ACRES
 ERROR CLOSURE: 0.0017' COURSE: N87° 54' 37"E
 ERROR NORTH: 0.0027' EAST: 0.0017'

PRECISION: 1:20882.38

OPEN SPACE
 LOT 223
 VILLAGE OF PROVIDENCE
 SECTION TWO
 P.E. 3807 PGS A-D

MSR10-009-000-079
 NP BRATE FARM, LLC
 O.R. 8550 PG. 384
 17.989 ACRES (DEED)
 VOL. 62 PG. 46



MSR1008000074
 NP BRATE INDUSTRIAL 2, LLC
 O.R. 2574 PGS. 1488
 VOL. 62 PG. 42

MSR10-026-000-089
 NP RINCK FARM, LLC
 O.R. 8085 PGS. 1416
 19.323 ACRES (DEED)
 VOL. 81 PG. 85

NOTES:


- SOURCE DOCUMENTS AS NOTED.
- OCCUPATION IN GENERAL PITS SURVEY.
- MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- BEARINGS ARE BASED BRATE DRIVE DEDICATION AS RECORDED IN O.R. 8545 PG. 801.

LEGEND

- 8" IRON PIN FOUND
- ⊙ STONE FOUND
- ▲ MAG NAIL SET


VOLUME _____ PAGE _____
 BUTLER COUNTY ENGINEER'S
 RECORD OF LAND SURVEYS





THE KLEINGERS GROUP

CIVIL ENGINEERING www.kleingers.com
 SURVEYING 8216 Centre Park Dr
 LANDSCAPE ARCHITECTURE West Chester, OH 45380
 ARCHITECTURE 513.773.7351




STATE OF OHIO
 RANDY C. WOLFE
 8033
 REGISTERED PROFESSIONAL SURVEYOR

NO.	DATE	DESCRIPTION
1.	9-3-2022	VACATION PLAT - JOB

VACATION PLAT FOR A PORTION OF BRATE DRIVE

SECTION 11, TOWN 2, RANGE 2, BTM WEST CHESTER TOWNSHIP BUTLER COUNTY, OHIO

PROJECT NO:	180651VNP017
DATE:	9-2-2022
SCALE:	1" = 60'
	
SHEET NAME:	BRATE DRIVE
SHEET NO.:	1 OF 1

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED UNDER MY DIRECTION AND IN ACCORDANCE WITH OHIO ADMINISTRATIVE CODE CHAPTER 4733.27 MINIMUM STANDARDS FOR PROFESSIONAL SURVEYS. ALL MONUMENTATION BEEN SET AS SHOWN.

RANDY C. WOLFE DATE _____
 Ohio Professional Surveyor No. 8033

June 24, 2022

Memo

To: Lisa Brown
Assistant Township Administrator
West Chester Township

From: NorthPoint Development

Subject: Brate Drive Right of Way Vacation

Dear Lisa Brown,

NorthPoint Development would like to request the vacation of .133 acres of Brate Drive right of way in West Chester Township due to the extension of Brate Drive roughly 550 feet to the west within the West Chester Trade Center. The right of way is left over from the removal of the existing cul de sac at the previous terminus of Brate Drive and is unnecessary now based on the new geometry of Brate Drive. The right of way for Brate Road Extension has been approved making the .133 acres unnecessary for the operation of Brate Drive. Thank you for your time and consideration on this matter, please let me know if you have any questions or concerns.

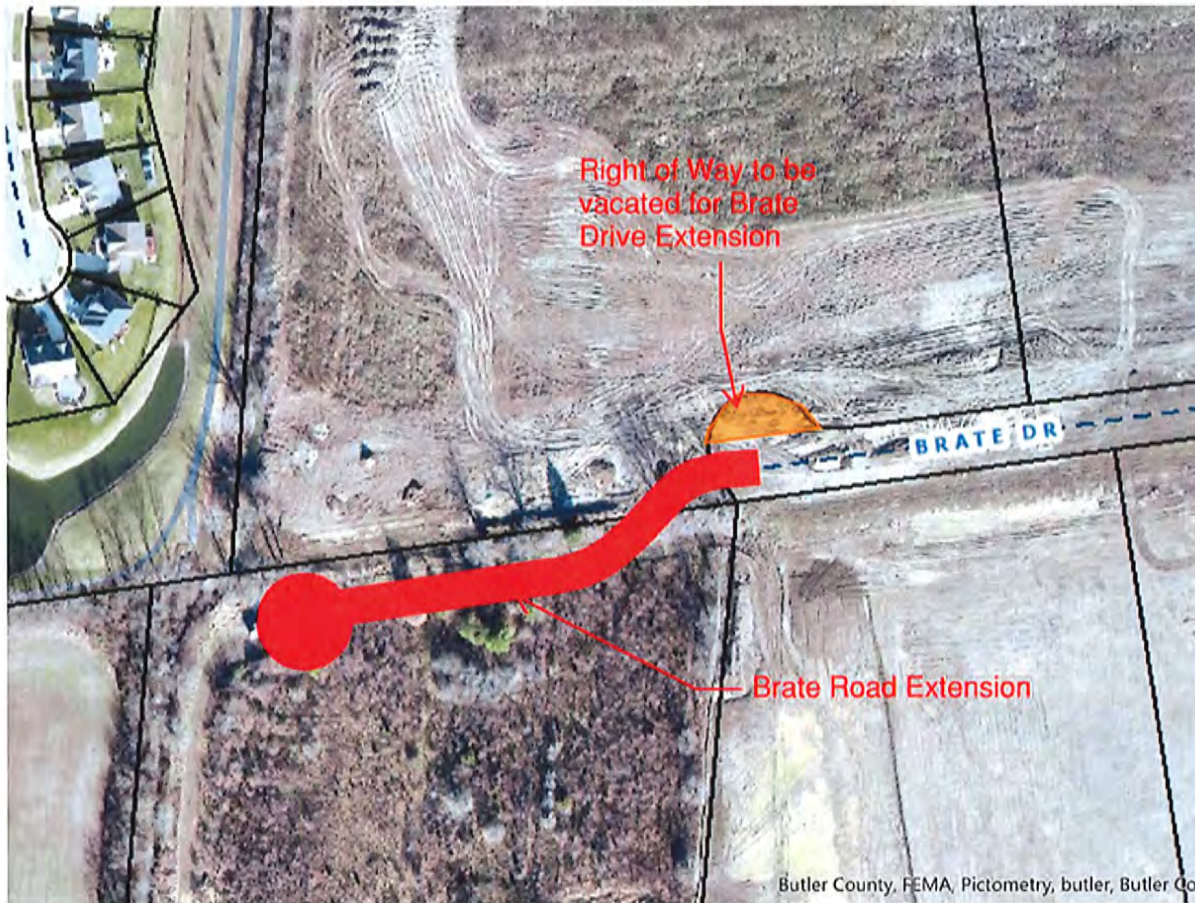


Matt Gaston
NorthPoint Development
mgaston@northpointkc.com
828-551-5532

Appendix – Adjacent Parcel Listing

Parcel ID	Owner	Property Address	Tax Mailing Address
M5610009000079	NP RINCK FARM LLC	4600 BRATE Dr	4825 NW 41ST ST KANSAS CITY MO 64150
M5610008000069	NP RINCK FARM LLC	8511 TRADE CENTER Dr	4825 NW 41ST ST KANSAS CITY MO 64150

Exhibit





CINCINNATI
COLUMBUS
DAYTON
LOUISVILLE

6219 Centre Park Drive
West Chester, OH 45069
phone ▶ 513.779.7851
fax ▶ 513.779.7852
www.kleingers.com

Legal Description 0.133 Acres - Vacation

Situated in Section 11, Town 2, Range 2, BTM, Westchester Township, Butler County, Ohio and being a portion of Brate Drive Right of Way Dedication as recorded in O.R. 9545 Pg. 801, the boundary of which being more particularly described as follows:

Commencing at the southeast corner of Section 11, witness a found stone lying 0.5' north and 0.3' west;

Thence along the south line of said Section 11, S77°08'23"W a distance of 2218.84 feet to a stone found;

Thence N36°41'39"W a distance of 39.09 feet;

Thence along a curve to the right for a distance of 23.01 feet to a 5/8" iron pin found in the right of way line of the aforesaid Brate Drive being the True Point of Beginning for this description, said curve having a radius of 60.00 feet, a central angle of 21°58'29", and a chord which bears N25°42'25"W a distance of 22.87 feet;

Thence along said right of way line, along a curve to the right for a distance of 170.05 feet to a 5/8" iron pin found, said curve having a radius of 60.00 feet, a central angle of 162°23'17", and a chord which bears N66°28'28"E a distance of 118.59 feet;

Thence continuing, along a curve to the left for a distance of 36.93 feet to a 5/8" iron pin found, said curve having a radius of 30.00 feet, a central angle of 70°31'44", and a chord which bears S67°35'45"E a distance of 34.64 feet;

Thence along a new division line, S77°08'23"W a distance of 109.30 feet to a mag nail set;

Thence continuing, along a curve to the left for a distance of 35.59 feet to the Point of Beginning, said curve having a radius of 325.00 feet, a central angle of 6°16'28", and a chord which bears S74°00'09"W a distance of 35.57 feet.

Containing 0.133 acres of land, more or less and being subject to easements, restrictions, and rights of way of record.

Bearings are based on Brate Drive Dedication as recorded in OR 9545 Page 801.

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
June 28, 2022	Business Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion to approve a 60 month lease with Quadient, Inc. for an iX-5 Series mailing system; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement

Background:						
<p>The postage meter system the Township currently uses is a Pitney Bowes model P1000. This meter is not Intelligent Mail Indicia (IMI) compliant and the lease is set to expire in October, 2022. IMI is required by the USPS to be on all postage meters by June 30, 2024.</p> <p>Several vendors were solicited for pricing and meetings were held with those vendors to determine the best solution.</p> <p>Administration recommends that the township enter into a 60 month lease with Quadient due to the features of the offered system, and Ohio Cooperative Purchasing pricing. The iX-5 meter will enhance the “Less Paper” initiative with the NeoShip and e-Certify features.</p> <ol style="list-style-type: none"> iX-5AF Series Postage Meter Ohio State Contract Number: GPC016 RS902318 <table border="0"> <tr> <td>Per Month</td> <td>1 Year Lease</td> <td>60 months</td> </tr> <tr> <td>\$257.48</td> <td>\$3,089.76</td> <td>\$15,448.80</td> </tr> </table>	Per Month	1 Year Lease	60 months	\$257.48	\$3,089.76	\$15,448.80
Per Month	1 Year Lease	60 months				
\$257.48	\$3,089.76	\$15,448.80				

Finance	Budgeted Item:	Yes; Operational		
	CIP #:			
	TIF Info:			
	Purchase Order:	S221603	Total Encumbrance:	\$ 800.00

Customer

Organization	West Chester Township		
DBA			
Address	9113 Cincinnati-Dayton Road		
City State Zip	West Chester	OH	45069
Phone	(513) 759-7206	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: ADSPO 16-169901
 and / or
 State Participating Addendum (PA) #:
 #GPC016 RS902318 (OH)

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2388882		
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	West Chester Township		
Attention	Randi Hom		
Address	9113 Cincinnati-Dayton Road		
City State Zip	West Chester	OH	45069
Phone	(513) 759-7201	Email	rhom@westchesteroh.org

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	\$257.48	\$15,448.80

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	TRAINING PKG A	(District Only) 2Hrs Training (IX/IM/IN Series)(M1500-M88i)(PS100/140/200/1000/1200)(HJ5/7/9)
1	IX5AF	IX-5 Series Base w/ Autofeeder, Sealer, Catch Tray & Ink Cartridge
1	IXWP10	IX Series 10 lb Weighing Platform
1	NSRLD-USB	Brother Thermal Label Prtr (w/str pack lbs) Works w/SMART Desktop (RTS)/Print Solutions.
1	7465288-03	Thermal Labels, 475 Labels Per Roll, Size 4" x 6"
1	DT-ECERT	e-Certify Configuration Fee
2	ECERTIFY-PRN-LAN	Brother Network Label Printer (USB/Serial/LAN)
2	ECERTIFY-LABEL	ConnectSuite e-Certify Thermal Labels - 4" x 2.5", 750 labels per roll
1	DT-ECERT500AS	e-Certify Subscription - Level 1 (up to 500 e-Certs per year).

- Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSPO16-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
- Payments will be sent to:
 Quadient Leasing USA Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682
- Send all correspondence to:
 Quadient Leasing USA Inc.
 478 Wheelers Farms Rd
 Milford CT 06461

Authorized by _____ Date _____
 Print Name _____ Title _____

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between Quadient Leasing U5A, Inc. ("Quadient Leasing"), Quadient, Inc. ("Quadient") and West Chester Township ("Customer") with reference to the following:

A. Quadient Leasing and Customer are entering into a Product Lease Agreement (the "Lease"), pursuant to which Quadient Leasing will lease products to Customer.

B.

Concurrently herewith, Quadient and Customer are entering into an Online Services and Software Agreement (the "OSS Agreement") pursuant to which Quadient will make certain other services available to Customer.

C. Any defined term used herein shall have the same meaning as in the Lease, or the OSS Agreement.

In consideration of the mutual covenants contained herein, and in the Lease, and the OSS Agreement, the parties agree to amend the OSS Agreement as follows:

1. Section 2, titled "License Grant and Additional Terms" is hereby amended to add the following to the end of this section: "Your use of the Services is limited to the number of Electronic Certified Mail pieces (each an "eCert") indicated on the Order Form ("Annual Volume Limit"). In the event You exceed the Annual Volume in any year, You agree to pay an overage charge for each eCert used over the Annual Volume Limit as outlined below (the "Overage Charge"). The Overage Charge will be determined as a product of the number of eCerts You process in excess of the Annual Volume Limit multiplied by the Overage Charge associated with tier for the excess as set forth below:"

Annual Volume Band (# of eCerts) *	Overage Charge
1 - 500	\$0.48
501 - 1,000	\$0.43
1,001 - 2,000	\$0.41
2,001 - 4,000	\$0.30
4,001 - 8,000	\$0.28
8,000 - 16,000	\$0.27
16,001 - 32,000	\$0.24
32,001 - 64,000	\$0.22
64,001 - 128,000	\$0.20
128,001 - 200,000	\$0.18
200,001 - 256,000	\$0.17
256,001 - 384,000	\$0.14
384,001 and above	\$0.12

* Volume bands renew annually

The Lease, OSS Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Lease, OSS Agreement, and this Addendum, the terms of this Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

Customer: West Chester Township

Quadient Leasing USA, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Quadient, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
MASTER LEASING AGREEMENT

THIS AGREEMENT (the "Master Leasing Agreement") is between Quadient, Inc. ("Lessor") and the State of Ohio, by the Department of Administrative Services for its various agencies, boards, commissions, and other entities ("Lessee").

Background. Lessor has a State Term Schedule ("STS") with the State of Ohio. The STS establishes terms and conditions under which Ohio state agencies (including any board, commission, department, institution, instrumentality, or other political body) and Ohio political subdivisions may buy Lessor's property and other personal property listed in that STS. But the STS only permits such; it in no manner obligates Lessee to do so. Also, the STS contemplates only purchases of Lessor's property, but Lessee may from time to time want to lease the property instead, whereby the Lessee will have the use of the property, but shall not acquire any ownership interest in the property or acquire the property at the end of a lease term, except as provided in Section 22. This Master Leasing Agreement is designed to permit the leasing of Lessor's property by entities that may use the STS to buy Lessor's property.

1. **Lease Agreement.** From time to time, at the request of Lessee and during the term of this Master Leasing Agreement, Lessor agrees to lease to Lessee items of the property available for purchase from Lessor's current STS. When Lessee wants to lease property available under Lessor's STS from Lessor, Lessee may do so by issuing a purchase order referencing this Master Leasing Agreement and Lessor's STS and listing the individual items of the property that Lessee wants to lease under the particular purchase order. Subject to Lessor's acceptance of Lessee's purchase order, the property will be leased under the terms of this Master Leasing Agreement. Property leased in this manner is referred to as the "Property" throughout this Master Leasing Agreement. Lessee may not use, and Lessor will not accept, orders under this Master Leasing Agreement to lease anything other than the Property that is listed on Lessor's STS at the time an order is placed.
2. **Exhibits and Definitions.** When Lessee leases any Property, Lessee will execute copies of all appropriate Exhibits as well as issue a purchase order.
 - 2.1 Exhibit "A" – "Lease Schedule(s)." Referred to herein as a "Lease Schedule."
 - 2.2 Exhibit "B" – "Certificate of Acceptance"
 - 2.3 Exhibit "C" – "Essential Use Letter" (for use with Lease Schedules with the State of Ohio only)
 - 2.4 Exhibit "D" – "Opinion of Lessee's Counsel" (for use with Lease Schedules with Political Subdivisions only)
 - 2.5 Exhibit "E" – "Lessee's Certificate" (for use with Lease Schedules with Political Subdivisions only)
 - 2.6 Exhibit "F" - "Insurance Requirements"

These exhibits in the form approved by the State of Ohio's Department of Administrative Services are the only documents any entity using this Master Leasing Agreement may execute to evidence a transaction under this Master Leasing Agreement, other than an entity's standard purchase order. Where the Lessee is an entity other than the State of Ohio, (i) an Opinion of Lessee's Counsel and (ii) Lessee's Certificate in forms similar to those set forth in Exhibit D and Exhibit E as agreed upon by Lessor and such political subdivision lessee and (iii) UCC –I financing statements in accordance with the Uniform Commercial Code as adopted by the State of Ohio in Title 13 of the Ohio Revised Code shall also be required. None of these exhibits or the purchase order may contain additional terms and conditions unless specifically approved in writing by Department of Administrative Services. The Lessee's purchase order may contain pre-printed terms and conditions, but they will not apply to the transaction, except for information regarding invoicing, notice address, and such other information as is necessary to complete the transaction.

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Appraisal Procedure" shall mean the following procedure for obtaining an appraisal of the Fair Market Sales Value. Lessor shall provide Lessee with the names of three independent Appraisers. Within ten (10) business days thereafter, Lessee shall select one of such Appraisers to perform the appraisal. The selected Appraiser shall be instructed to perform its appraisal based upon the assumptions specified in the definition of Fair Market Sales Value, and shall complete its appraisal within twenty (20) business days after such selection. Any such appraisal shall be final, binding and conclusive on Lessee and Lessor and shall have the legal effect of an arbitration award. Lessee shall pay the fees and expenses of the selected Appraiser.

"Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.

"Fair Market Sale Value" or **"FMSV"** shall mean the value of each Item of Property for sale, unless otherwise specified herein as determined between Lessor and Lessee, or, if Lessor and Lessee are unable to agree, pursuant to the Appraisal Procedure, which would be obtained in an arms-length transaction between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to purchase). In determining the Fair Market Sale Value of the Property, such Fair Market Sale Value shall be calculated on the assumption that the Property is in the

condition and repair required by Section 20.4 hereof. In calculating FMSV, FMSV shall only be determined in the event Lessee decides to exercise its option to purchase the Property under Section 22 hereof.

"Lease Term" means, with respect to a Lease Schedule, the term for such Lease Schedule executed hereunder, which shall be set forth in the Lease Schedule.

3. Effective Date, Term, Acceptance, Cancellation.

3.1 When Lessor accepts an order, Lessor will lease to Lessee, and Lessee will lease from Lessor, the Property described on the order for a period starting on the date in the copy of Exhibit B that is executed with or soon after issuance of the purchase order. The term of the leasing for the order will end on the earlier of the date the last payment listed on Exhibit A is actually made or the date that Lessee's current appropriation period ends. At its option, Lessee may renew the particular order for successive terms, but no successive term may extend beyond the end of Lessee's then-current appropriation period. The current appropriation period for the State of Ohio is a biennium established as a two-year period commencing on July 1 of an odd-numbered year and concluding on June 30 of an odd-numbered year.

3.2 Once Lessee has issued a purchase order and executed the applicable Exhibits, Lessee will be bound to perform under this Master Leasing Agreement with respect to the applicable Property covered by the order, subject only to Lessee's acceptance of the Property once it meets the requirements for acceptance in the STS and Lessee's right to terminate the leasing under this Master Leasing Agreement.

3.3 Acceptance of the Property means that the Property has been delivered and accepted by Lessee for all purposes of this Master Leasing Agreement. Date of such acceptance shall be evidenced by the Certificate of Acceptance and shall constitute the Effective Date. Lessee cannot limit or revoke its acceptance at any later date. The Lease Term will begin upon Lessee's acceptance, which will be evidenced by Lessee's issuance of a purchase order and execution of all the attached Exhibits. After Lessee's acceptance of the Property, Lessee may not cancel the accepted order during the Lease Term except as expressly provided in this Master Leasing Agreement.

4. Leasing, Term and Payment. Subject to the express exceptions in this Master Leasing Agreement, Lessee agrees to make the periodic lease payments to Lessor on the applicable copy of Exhibit "A".

5. Interest on Overdue Payments. Section 126.30 of the Ohio Revised Code (the "Code") applies to this Master Leasing Agreement and requires payment of interest on overdue payments for all proper invoices in accordance with its provisions.

6. Payment Due Date.

Payments under this Master Leasing Agreement will be due on the 30th calendar day after the later of:

- (1) The date of actual receipt of a proper invoice in the office designated to receive the invoice,
- (2) Or the last day of the month of service listed on the applicable copy of Exhibit A.

7. Invoice Requirements.

7.1 Invoices must be submitted in an original and three (3) copies to the office designated in the purchase order "bill to address" to receive invoices. A proper invoice must include the following information:

- (1) Name and address of Lessor, or a proper assignee, as designated in this Master Leasing Agreement.
- (2) Federal Tax Identification Number of Lessor, or a proper assignee, as designated in this Master Leasing Agreement.
- (3) Invoice remittance address as designated in this Master Leasing Agreement.
- (4) The purchase order number authorizing the delivery of the Property.
- (5) Description, including time period, serial number, when applicable, unit price, quantity and total price of Property actually delivered and specified in the purchase order. The lease payment numbers (e.g., 1 of 36), must also be indicated.

7.2 The parties may mutually agree to electronic invoicing and the process and procedures for such electronic invoicing; provided that if the State of Ohio implements a mandatory system of electronic invoicing for all vendors, then such invoicing for the State of Ohio shall be in accordance with the process and procedures for such mandatory invoicing system.

8. **Improper Invoices.**

- 8.1 If an invoice contains a defect or impropriety and/or it is not a proper invoice as defined above, the Lessee will give Lessor written notice along with the improper invoice. The Lessee will mail the notice to the Lessor's address designated for receipt of purchase orders within fifteen (15) calendar days after receipt of the defective invoice. The notice will contain a description of the defect or impropriety and any additional information necessary to correct the invoice. Once the notice has been sent, the required payment date will be thirty (30) days after receipt of a proper invoice or the last day of the month of service contained in the applicable copy of Exhibit A.
- 8.2 Lessor will apply each payment Lessee makes only to the applicable order covered by the invoice being paid and only to the payment to which the invoice pertains.

9. **Expense, Non-Appropriation and OBM Certification.**

- 9.1 THE OBLIGATION OF LESSEE TO PAY UNDER THIS MASTER LEASING AGREEMENT WILL CONSTITUTE AN EXPENSE OF LESSEE AND WILL NOT BE A DEBT OF LESSEE IN CONTRAVENTION OF ANY CONSTITUTIONAL OR STATUTORY LIMITATIONS ON THE CREATION OF INDEBTEDNESS BY LESSEE, AND NOTHING IN THIS MASTER LEASING AGREEMENT CONSTITUTES A PLEDGE OF LESSEE'S GENERAL TAX REVENUES, FUNDS, OR PROPERTY.
- 9.2 Lessee's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly, or in the case where Lessee is an entity other than the State of Ohio, Lessee's legislative body or funding authority. If the Ohio General Assembly or, in the case where Lessee is an entity other than the State of Ohio, Lessee's legislative body or funding authority fails to continue funding for any payments under this Master Leasing Agreement, Lessee's payment obligation will terminate with respect to the unfunded Property as of the date that the funding expires and Lessee shall return such Property to Lessor. (See Section 20.4)

10. **OBM Certification.** This Master Leasing Agreement is subject to Section 126.07 of the Code, which provides, in part, that orders under this Master Leasing Agreement will not be valid or enforceable until the Director of the Office of Budget and Management, or equivalent in the case where Lessee is an entity other than the State of Ohio, certifies that there are proper funds available to pay the obligation.

11. **Taxes.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under the Master Leasing Agreement. Lessee shall pay when due all, to the extent applicable by law, taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to the Master Leasing Agreement (together with interest and penalties thereon and including, without limitation, sales, use, gross receipts, personal property, real property, real estate excise, ad valorem, business and occupational, franchise, value added, leasing, leasing use, documentary, stamp or other taxes) imposed upon or against Lessor, any assignee of Lessor, Lessee or any Property by any governmental authority with respect to any Property or the manufacturing, ordering, sale, purchase, shipment, delivery, acceptance or rejection, ownership, titling, registration, leasing, subleasing, possession, use, operation, removal, return or other dispossession thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to the Master Leasing Agreement, excepting only all Federal, state and local taxes on or measured by Lessor's, or its assigns, net income (other than income tax resulting from making any alterations, improvements, modifications, additions, upgrades, attachments, replacements or substitutions by Lessee). Whenever the Lease Term terminates as to any Property, Lessee shall, upon written request by Lessor, advance to Lessor the amount estimated by Lessor to be the personal property or other taxes on said item which are not yet payable, but for which Lessee is responsible. Lessor shall, at Lessee's request, provide Lessee with Lessor's method of computation of any estimated taxes. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property. Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will not list itself as owner of any Property for property tax purposes. Upon receipt by Lessee of any property tax bill pertaining to such Property from the appropriate taxing authority, Lessee will promptly forward such property tax bill to Lessor. Upon receipt by Lessor of any such property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense. Lessee shall be obligated to only pay such tax or charge actually incurred and Lessor shall provide all copies of statements and bills reasonably required by Lessee to substantiate such tax or charge.

12. **Use.** Lessee will give Lessor reasonable access to the location of the Property so that Lessor can check its existence, condition and proper maintenance. Lessee will also use the Property so that Lessor can check its existence, condition and proper maintenance. And Lessee will use the Property only for lawful purposes, in the manner for which it was intended, and as required by all applicable manuals and instructions. Additionally, Lessee will keep the Property in good repair, condition, and working order, ordinary wear and tear excepted, and will not alter or modify the Property in any way that would impair its value or originally intended use.

13. **Maintenance, Waiver of Claims, Respecting Maintenance.** At its own expense, Lessee will keep the Property in good condition, ordinary wear and tear excepted, and will have the Property serviced as the manufacturer recommends. All

replacement parts will be free and clear of liens, encumbrances, and claims of others, and will become part of the Property and subject to this Master Leasing Agreement and any order under this Master Leasing Agreement. Lessee waives all claims of setoff against, and defenses to, the enforcement of this Master Leasing Agreement, provided only that such does not arise from a breach of this Master Leasing Agreement by Lessor. Lessee will pursue any claims it has against Lessor regarding the Property directly with Lessor under the STS, or as otherwise permitted by law, rather than through or under this Master Leasing Agreement.

14. **Alterations.** Lessee may, at its own expense, install any property or accessories that may be necessary or convenient for its use of the Property provided that such property or accessories do not impair the value or utility of the Property. All such property and accessories may be removed by Lessee if Lessor is entitled to possession of the Property under this Master Leasing Agreement, provided that any resulting damage will be repaired at Lessee's expense. Any such property or accessories not removed will be part of the Property.
15. **Liens.** Neither party will allow any third-party to have an interest or claim on the Property, and Lessor warrants that it owns the Property free and clear of third-party interests. This Section shall not be construed as to restrict Lessor's ability to assign its rights under Section 24.
16. **Damage to or Destruction of Property.**
 - 16.1 If all or any part of the Property is lost or damaged beyond repair ("Casualty"), Lessee will, within ninety (90) days replace the affected Property with similar or better property ("Replacement Property"). All Replacement Property will be subject to this Master Leasing Agreement as Property. Insurance proceeds, if any, received by Lessor, with respect to any Casualty, will be paid to Lessee once Lessee acquires appropriate Replacement Property.
 - 16.2 If any of the Property under an order is the subject of a Casualty and Lessee fails to properly repair it or acquire proper Replacement Property, Lessor may, at its option, terminate this Master Leasing Agreement as to the Property affected by the Casualty, and Lessee will be obligated to pay Lessor the Fair Market Sale Value for the affected Property as of the last payment made, plus any accrued Lease Payment from the date the last Lease Payment was made through the date of payment under this section. But Lessee will be entitled to a credit against this amount for any insurance proceeds that Lessor receives or is entitled to from the Casualty.
 - 16.3 If any of the Property under an order is the subject of a Casualty, the periodic rental payments due under this Master Leasing Agreement will not abate because of that casualty, and Lessee will still have to meet all its obligations under this Master Leasing Agreement.
17. **Excusable Delays.** The parties to this Master Leasing Agreement will not be responsible for failure to perform due to causes beyond their reasonable control, but a party that is unable to perform due to circumstances beyond its control will immediately notify the other party and take all commercially reasonable steps to perform its obligations as soon as reasonably possible. Lessee's inability to make payments, regardless of the cause, does not fall within this section's scope.
18. **Insurance.** Upon Lessor's reasonable request, Lessee shall, self fund the replacement of property in the event of damage or loss to the property, or, Lessee shall, at its own expense, during each Finance Term maintain (a) property insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement in use in the State, and any other risks reasonably required and covered by insurance by Lessor, in an amount at least equal to the then applicable replacement value of the Property, and b) workers' compensation coverage as required by the laws of the State. Lessee shall furnish to Lessor evidence of such insurance coverage or self-funding throughout each Finance Term. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such property insurance shall name Lessor as loss payee. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. (See Exhibit F)
19. **Disclaimers of Warranties.**
 - 19.1 LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, REGARDING THE FITNESS, CONDITION, OR QUALITY OF THE PROPERTY UNDER THIS MASTER LEASING AGREEMENT. ALL REPRESENTATIONS AND WARRANTIES ARE CONTAINED IN THE STS, AND LESSEE WILL BE ENTITLED TO PURSUE THOSE RIGHTS AND REMEDIES UNDER THE STS WITH LESSOR, BUT NOT BY WAY OF NON-PAYMENT OR SETOFF UNDER THIS MASTER LEASING AGREEMENT AND NOT AGAINST ANY ENTITY TO WHOM LESSOR HAS ASSIGNED ITS RIGHTS UNDER THIS MASTER LEASING AGREEMENT.
 - 19.2 NEITHER PARTY WILL BE LIABLE TO THE OTHER OR TO ANY OTHER PERSON OR ORGANIZATION, FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MASTER LEASING AGREEMENT.

20. **True Lease Provisions.**

20.1 **Tax Benefits:** Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor damages in an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax.

If a Lease Schedule pursuant to the Master Leasing Agreement is deemed to be a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Property and any additions, attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Lease Payments and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of Lease Schedule and the Master Leasing Agreement. In such an event, a Lessee, which is a Political Subdivision, shall execute and deliver to Lessor financing statements, as well as amendments and continuations, reasonably required by Lessor to perfect and maintain such security interest. If any part of the Lease Payments are determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Lease Payments shall be deemed to be level payments of principal and Interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded.

20.2 **Advances.** In the event Lessee shall fail to either maintain the insurance required by the Master Leasing Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Lease Schedule for which the Property is under and shall be due and payable on the next payment date for a Lease Payment and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

20.3 **Nature of Transaction; True Lease.** It is the express intent of the parties that all Lease Schedules entered into under the Master Leasing Agreement constitute true leases and not sales of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Lease Schedule, the parties hereby agree that the Lease Schedule is a "Finance Lease" as defined therein.

20.4 **Return of Property.** Upon the expiration of the Lease Term or earlier termination of the Lease Term due to an event of non-appropriation under Subsection 9.2, Lessee, at its sole expense, shall assemble and return the Property to Lessor by delivering such Property F.A.S. or F.O.B. to such location or such carrier (packed for shipping) as Lessor shall specify. Lessee agrees that the Property, when returned, shall be in the condition required for it to be maintained under Section 13 hereof. All components of the Property shall have been properly serviced, following the manufacturer's written operating and servicing procedures, such that the Property is eligible for a manufacturer's standard, full service maintenance contract without Lessor's incurring any expense to repair or rehabilitate the Property. If, in the opinion of Lessor, any Property fails to meet the standards set forth above, Lessee agrees to pay on demand all costs and expenses incurred in connection with repairing such Property and restoring it so as to meet such standards. If Lessee fails to return any Property as required hereunder, then all of Lessee's obligations under the Master Leasing Agreement and the applicable Lease Schedule (including, without limitation, Lessee's obligation to pay Lease Payments for such Property in the amounts then applicable under the Lease Schedule, which shall be paid as damages to Lessor) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

21. **Non-Abatement.** Lessee agrees that it will make all payments due under this Master Leasing Agreement and not make or claim any offset against such payments. Except as otherwise expressly provided in this Master Leasing Agreement, Lessee agrees that there will be no abatement of payments due under this Master Leasing Agreement because of any claim regarding the Property. Lessee agrees that its remedies in any such case will be against Lessor under the STS, or otherwise at law or in equity, and not under this Master Leasing Agreement or against any assignee of Lessor under this Master Leasing Agreement.

22. **Option Terms.** So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following purchase and extension options at the expiration of the Lease Term, or any extension of the Lease Term (an "Extension Term"), to: (i) renew the Lease Term on the same frequency of Lease Payments

under the Lease Schedules at the same Lease Payment payable at the expiration of the Lease Term; (ii) purchase all, but not less than all, Property under a Lease Schedules for a purchase price (the "Purchase Option Price") equal to the then Fair Market Sale Value thereof; or (iii) return such Property to Lessor pursuant to, and in the condition required by, the Master Leasing Agreement. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (i) above, subject to the limitations set forth in Section 3.1 of this Agreement..

Payment of the Purchase Option Price, applicable sales taxes, together with all other amounts due and owing by Lessee under the Master Leasing Agreement (including, without limitation, Lease Payments) during such Lease Term shall be made on the last day of the Lease Term in immediately available funds against delivery of a bill of sale transferring to Lessee all right, title and interest of Lessor in and to the Property ON AN "AS IS" "WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. LESSOR MAY SPECIFICALLY DISCLAIM ANY SUCH REPRESENTATIONS AND WARRANTIES.

23. Defaults and Remedies.

23.1 Each of the following is an "Event of Default" by Lessee:

- (a) Lessee fails to make payment when due under this Master Leasing Agreement.
- (b) Lessee attempts to or does assign, transfer, or otherwise dispose of or abandon the Property, or any part of the Property.
- (c) Lessee fails to comply with any covenant or condition of this Master Leasing Agreement for thirty (30) days after notice thereof.
- (d) Lessee becomes insolvent or admits, in writing, to its inability to pay its debts as they mature.
- (e) A trustee or receiver is appointed for Lessee or a substantial part of its property.
- (f) Bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is entered into by or against Lessee.

23.2 On any Event of Default, Lessor may exercise any combination of the following remedies:

- (a) Accelerate the periodic rental payment schedule and demand immediate payment in full of the aggregate sum of such periodic payments for the affected Lease Schedule for the current appropriation period of the applicable Lessee, together with all amounts due or outstanding under this Master Leasing Agreement relating to the affected orders.
- (b) Enforce this Master Leasing Agreement by appropriate action to collect amounts due or require the defaulting party to perform its obligations under this Master Leasing Agreement.
- (c) Thirty (30) days following written notice, take possession of the affected Property without court order or any process of law.
- (d) Following thirty (30) days written notice, sell or release the affected Property, or any portion, for Lessor's account at public or private sale, on cash or credit.
- (e) Terminate any affected Lease Schedules under this Master Leasing Agreement and terminate this Master Leasing Agreement, subject of the last paragraph of this section, below.
- (f) Pursue and exercise any other remedy available at law or in equity.

23.3 To the extent the disposition of the Property provides insufficient proceeds to pay the sum of (a) the costs of repossession and sale and (b) the remaining total Lease Payments for the remaining Lease Term as the date of the last Lease Payment by the Lessee, no deficiency shall be allowed against Lessee. Notwithstanding the foregoing, Lessee shall remain obligated to pay the item set forth in Subsection 23.2(a) from funds of the Lessee irrespective of any disposition of the Property. Proceeds from the disposition of the Property shall be applied to such item set forth in Subsection 23.2(a) only to the extent that the proceeds from the disposition of the Property are sufficient to pay items (a) and (b) in this Subsection 23.3.

23.4 An Event of Default with respect to one order under this Master Leasing Agreement will not affect the rights or obligations of the parties with respect to other orders that are unaffected by the Event of Default. Any termination of this Master Leasing Agreement will leave all orders currently in place unaffected, and they will continue in place under this Master Leasing Agreement. If the termination is due to an Event of Default under this Master Leasing Agreement, any order that is affected by the Event of Default may also be terminated, but no others.

24. Assignment.

- 24.1 Without the prior written consent of Lessor, Lessee will not (a) assign, transfer, pledge, hypothecate, or otherwise dispose of its rights or obligations under this Master Leasing Agreement or the Property, (b) sublet the Property, or (c) permit the Property to be used for any purpose not permitted by this Master Leasing Agreement.
- 24.2 Except as provided in this section, Lessor will not assign any of its rights or obligations under this Master Leasing Agreement without the prior written consent of Lessee, which Lessee will not be obligated to give.

24.3 Subject to Lessee's approval, such approval not to be unreasonably withheld, Lessor may assign, sell or encumber all or any part of this Master Leasing Agreement, any Lease Schedule, the Property and the Payments and other amounts due hereunder. In the event of any such assignment and written direction by Lessor to Lessee, Lessee shall pay directly to any such assignee without abatement, deduction or set-off all Payments and other sums under this Master Leasing Agreement. ANY SUCH ASSIGNEE SHALL HAVE ALL OF THE RIGHTS, BUT NONE OF THE OBLIGATIONS, OF LESSOR UNDER THIS MASTER LEASING AGREEMENT, AND LESSEE SHALL NOT ASSERT AGAINST ANY SUCH ASSIGNEE ANY DEFENSE, COUNTERCLAIMS OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR. Any such assignment (a) shall be subject to Lessee's right to possess and use the Property and (b) shall not release any of Lessor's obligations hereunder or any claim which Lessee has against Lessor. In the event Lessor assigns it right, title and interest in a Lease Schedule and the Property thereunder in accordance with this Section to an assignee ("Assignee"), as between the Assignee and Lessee the following shall be applicable: (a) TO THE EXTENT PERMITTED BY APPLICABLE LAW AND, IN ACCORDANCE WITH SECTION 1310.49 OF THE OHIO REVISED CODE, THE RIGHTS AND REMEDIES OF ASSIGNEE AND LESSEE SET FORTH IN THIS MASTER LEASING AGREEMENT IN THE EVENT OF A DEFAULT OR BREACH BY EITHER LESSOR OR LESSEE SHALL BE THE EXCLUSIVE REMEDIES FOR SUCH DEFAULT OR BREACH UNDER THE MASTER LEASING AGREEMENT AND ANY LEASE SCHEDULE. (b) ASSIGNEE HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE SCHEDULE AND MASTER LEASING AGREEMENT AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY ASSIGNEE WITH RESPECT THERETO. (c) ASSIGNEE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, REGARDING THE FITNESS, CONDITION, OR QUALITY OF THE PROPERTY UNDER THIS MASTER LEASING AGREEMENT.

Any such assignment shall be for financing purposes only. Except for the invoicing requirements of Section 7, Lessee shall not assert any claim of performance against Assignee. As between Lessee and Assignee, Lessee shall be responsible for any and all claims, liability, loss, cost, damage or expense of whatsoever kind and nature, arising out of the use, condition, operation, possession, control, selection, delivery or return of any item of Property, regardless of where, how, and by whom operated or any failure by Lessee to comply with this Master Leasing Agreement.

- 24.4 An assignment of Lessor's rights will be effective on Lessee's approval, and the expiration of the 60 days advance written notice to Lessee disclosing the name, address, and Federal tax identification number of the assignee. Lessee may require the Assignee's written agreement to comply with the terms and conditions of this Master Leasing Agreement for its approval of the assignment. Lessee shall keep a record of all such assignments.
- 24.5 Lessee agrees, in the event of an assignment, that it will execute any and all documents reasonably required by the Assignee to show evidence of the assignment, but no such document may in any manner alter or amend the terms and conditions of this Master Leasing Agreement.
- 24.6 During the Lease Term, in the event Lessor assigns its right, title and interest in a Lease Schedule and the Property thereunder, such Assignee hereby assigns to Lessee all rights that Assignee may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Lessor and any original vendor of the Property (collectively, the "Supplier"). Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, and not against any Assignee, nor shall such matter have any effect whatsoever on the rights and obligations of any Assignee with respect to the Lease Schedule and the Master Leasing Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that any Assignee makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property.

25. **Personal Property.** The Property is and will remain personal property.

26. **Notices.** All notices under this Master Leasing Agreement will be in writing and mailed, postage prepaid, by first class, certified mail, return receipt requested, unless otherwise proceeded in this Master Leasing Agreement. A notice will be effective upon receipt. Unless Lessee receives notice to the contrary, in accordance with this section, Lessee agrees to send its written notices to:

Quadient, Inc.
478 Wheelers Farms Road
Milford, CT 06461

Unless Lessor receives notice to the contrary, in accordance with this section, Lessor agrees to send its written notices to the "bill to" address in the applicable Lease Schedule covering each Lease Schedule affected by the notice. Each notice in which Lessee is the State of Ohio will also be sent to:

Department of Administrative Services
Office of State Purchasing
State Term Schedule Unit
4200 Surface Road
Columbus, Ohio 43228

27. **Political Subdivisions.** This Master Leasing Agreement may be relied on by counties, townships, municipalities and other political subdivisions of Ohio (collectively "Political Subdivisions"). Whenever a Political Subdivision relies on this Master Leasing Agreement to issue a purchase order, the Political Subdivision will step into the shoes of the Lessee under this Master Leasing Agreement, and, as to the Political Subdivision's order and Lease Schedule, this Master Leasing Agreement will be between the Lessor and the Political Subdivision. The Lessor will look solely to the Political Subdivision for performance, including payment, and each Political Subdivision Lessee will hold the State of Ohio harmless with regard to such orders and the Political Subdivision's performance. Nothing in this Master Leasing Agreement requires the Lessor to accept an order from a Political Subdivision.
28. **Termination for Convenience.** Either party, on thirty (30) days notice to the other party, may terminate this Master Leasing Agreement for its convenience. A termination for convenience will not affect any orders placed before the termination, but no more orders may be placed or accepted under this Master Leasing Agreement after its termination under this section or under any other section. This Master Leasing Agreement will also terminate for the State's convenience on expiration or termination of the STS. Again, such a termination will not affect any pre-existing orders.
29. **Multiple Orders.** This Master Leasing Agreement contemplates multiple orders, and every order under this Master Leasing Agreement will be subject to this Master Leasing Agreement's terms and conditions. But each order will be treated as if a separate agreement has been entered into between Lessor and Lessee with respect to that order. Any termination of an order for cause or otherwise will not affect any other order under this Master Leasing Agreement.
30. **Miscellaneous.** At any reasonable time, Lessor may inspect the Property and the books and records of Lessee related to the Property or this Agreement. No obligations of either party may be waived without the written consent of the other party. No waiver of any obligation will be a waiver as to any other event related to that obligation. This Master Leasing Agreement will be governed by Ohio law and constitutes the entire agreement between the parties. This Master Leasing Agreement may not be modified, except in writing, and any provision of this Master Leasing Agreement that is unenforceable will be ineffective without invalidating the remainder of this Master Leasing Agreement. No entity other than Lessee's Department of Administrative Services, through a duly authorized representative, may agree to change the provisions of this Master Leasing Agreement on behalf of Lessee. Lessor will have the right at any time, by written notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor. It will be Lessor's responsibility to maintain accurate and current records of Lessor's invoices and Lessee's payments for such invoices. Lessor will be responsible for all damages associated with its failure to comply with this provision, including without limitation, damages associated with expenditure of time by Lessee's personnel. This Master Leasing Agreement's captions are for convenience only and will not affect the interpretation of any part of this Master Leasing Agreement.

IN WITNESS WHEREOF, the parties have executed this Master Leasing Agreement as of this _____ day of _____.

Lessor: Vendor Name
Address: _____
By:
Title: _____

For the Lessee: State of Ohio, Department of Administrative Services
Address: _____
By:
Title: _____

Exhibit A

LEASE SCHEDULE No. Quadient Lease # once booked TO MASTER LEASING AGREEMENT (the "Master Leasing Agreement")

True Lease Transaction

UNDER STATE TERM SCHEDULE NUMBER GPC016 RS902318

1. Terms and Provisions: This Lease Schedule is entered into by and between the Lessor and the Lessee set forth below pursuant to the terms of the Master Leasing Agreement, dated 10/11/2017, between Quadient Inc, as Lessor, and the State of Ohio, by the Department of Administrative Services, for the Lessee. The terms of the MASTER LEASING AGREEMENT are hereby incorporated by reference and made a part hereof. The Lessee (check appropriate box) and billing address of Lessee (complete) are set forth below:

[] An Ohio State agency. The Lessee is the Ohio State agency set forth with the billing address below.

[X] A Political Subdivision in the State of Ohio. The name of the Political Subdivision is set forth below with the billing address.

Name and Billing Address: West Chester Township
9113 Cincinnati Dayton Rd
West Chester, OH 45069-3840

2. Commencement Date of this Lease Schedule shall be: a) the Acceptance Date as identified on the Acceptance Certificate (Exhibit B) hereto if such date is the first day of a month; or b) the first day of the month following the Acceptance Date if such date is not the first day of a month. The Lease Payment due dates shall include the Commencement Date and shall be on the first day of each month thereafter.

3. Description of the Property: The Property subject to this Lease Schedule is set forth below and has been acquired pursuant to the State Term Schedule GPC016 RS902318 currently in existence between Quadient Inc and the State of Ohio, dated 10/11/17.

Table with 4 columns: Item No., Quantity, Style, Description. Row 1: 1, See attached PO for part numbers. Row 2: 2. Row 3: 3 etc.

Property Location: 9113 Cincinnati Dayton Rd West Chester, OH 45069

- 4. Term: 60 months.
5. Periodic Lease Payment Amount: \$772.44
6. Lease Payment Frequency: Quarterly [monthly, quarterly, annually]
7. Expiration: Lessor shall not be obligated to maintain the stated Payment Amount if the Certificate of Acceptance covering the Property has not been executed by Lessee and received by Lessor at: ; by 5:00 p.m., .
8. Taxes. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under the Master Leasing Agreement, and shall pay when due all, to the extent applicable by law, taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to the Master Leasing Agreement all in accordance with Section 11 of the Master Leasing Agreement. Upon receipt by Lessor of any such property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.
9. Assignment: As provided in Section 24 of the Master Financing Agreement, Lessee is hereby notified that Lessor has assigned all of its right, title and interest in the Lease Schedule, the Property thereunder and the Lease Payments thereunder and all other rights in and amounts provided for under the Master Financing Agreement applicable to the Lease Schedule to the Assignee (collectively the "Assigned Interest"). Lessee is hereby directed to pay any and all Lease Payments and other amounts due with respect to which Assignee renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

Assignee: Quadient Leasing USA, Inc.
478 Wheelers Farms Road

- 10. In signing this, Lessee warrants that the representations, covenants and warranties of the Lessee set forth in the Master Leasing Agreement, which are applicable to this Lease Schedule are true and correct on the date hereof. Lessee agrees that it will pay all amounts due under the Lease Schedule as directed in the invoice and subject to Section 9.2 of the Master Leasing Agreement.
- 11. This Schedule is subject to Review and Approval by Quadient Leasing USA, Inc..

ASSIGNMENT ACCEPTED BY Quadient Leasing USA, Inc.:

By: _____

For use only with State Agency Lease Schedules

This Schedule is subject to review and approval by the State of Ohio's Department of Administrative Services ("DAS") for state agencies under DAS superintending authority in accordance with Sections 125.021 and 125.041 of the Code. DAS review and approval is also to ensure that state agencies' purchases which are under DAS authority are made with a "Release and Permit" in accordance with Section 125.06 of the Code.

REVIEWED AND APPROVED BY THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES:

By: _____

Title:

Lessor: Quadient Inc
By
Printed Name:
Title:
Date:

Lessee: West Chester Township
By:
Printed Name:
Title:
Date:

Exhibit B

True Lease Transaction

CERTIFICATE OF ACCEPTANCE

LEASE SCHEDULE NO. Quadient Lease number once booked

By and Between

LESSEE NAME(Lessee)

and

Quadient, Inc. (Lessor)

Entered into Pursuant to the
MASTER LEASING AGREEMENT

Dated 10/11/2017

By and Between

The State of Ohio, by the Department of Administrative Services

and

Quadient, Inc.

Assigned to

Quadient Leasing USA, Inc.

1.) ACCEPTANCE: LESSEE HEREBY CONFIRMS THAT THE PROPERTY DESCRIBED ON EXHIBIT A HAS BEEN RECEIVED, IS IN GOOD CONDITION AND REPAIR, AND COMPLIES IN ALL RESPECTS WITH ITS SPECIFICATIONS.

2.) PROPERTY LOCATION:

Install Address

USER:

BY

(NAME TYPED OR PRINTED)

TITLE:

SIGNATURE:

DATE OF ACCEPTANCE _____ (Effective Date)

Exhibit C

True Lease Transaction

[Not to be used if Lessee is not an Agency or Department of the State of Ohio.]

(To be provided under User Department Letterhead)

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Lessor/Assignee Name
Lessor/Assignee Address
Lessor/Assignee City,State,Zip

RE: Lease Schedule No. _____ between Lessee Name and Vendor Name, entered into pursuant to Master Leasing Agreement, dated MLA Date, between the State of Ohio, by the Department of Administrative Services and Vendor Name

Gentlemen:

This confirms and affirms that the Property described in the Lease Schedule referred to above (the Agreement) is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, the Property, which need is not temporary or expected to diminish in the foreseeable future. Such Property will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, the Property was selected by us to be used as follows:

_____.

The estimated useful life of the Property based upon manufacturer's representations and our projected need is _____.

Our source of funds for payments of the Lease Payments due under the Agreement for the current fiscal year is _____.

We expect and anticipate adequate funds to be available for all future Lease Payments due after the current fiscal year for the following reasons:

_____.

Dated: _____

Very truly yours,

Lessee Name

By: _____

Printed Name: _____

Title: _____

Exhibit D

True Lease Transaction

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's Counsel when Lessee is a Political Subdivision]

Lessor/Assignee Name
Lessor/Assignee Street Address
Lessor/Assignee City/State/Zip

RE: Lease Schedule No. _____, Lessee (Lessee Name) and Vendor Name (Lessor), entered into pursuant to Master Leasing Agreement, dated MLA Date, between the State of Ohio, by the Department of Administrative Services and Vendor Name (Lessor).

Ladies and Gentleman:

We have acted as special counsel to the political subdivision designated as "Lessee", in connection with Lease Schedule No. _____ (the "Lease Schedule"), Lessee Name ("Lessee") and Vendor Name, entered into pursuant to Master Leasing Agreement, dated MLA Date, between the State of Ohio, by the Department of Administrative Services and Vendor Name. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Lease Schedule and Master Leasing Agreement.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Lease Schedule and the Master Leasing Agreement and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State.
2. Lessee has all requisite power and authority to enter into the Lease Schedule pursuant to the Master Leasing Agreement and to perform its obligations thereunder.
3. The execution, delivery and performance of the Lease Schedule pursuant to the Master Leasing Agreement by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Lease Schedule pursuant to the Master Leasing Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Lease Schedule, and has entered into the Lease Schedule pursuant to the Master Leasing Agreement, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Lease Schedule pursuant to the Master Leasing Agreement.
7. The Lease Schedule has been duly executed and delivered by Lessee and constitute legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms and the terms of the Master Leasing Agreement, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as Lessee, effecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Lease Schedule or of other agreements similar to the Lease Schedule; (b) questioning the authority of Lessee to execute the Lease Schedule, or the validity of the Lease Schedule, or the payment of the Lease Payments under Lease Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Lease Schedule; or (d) affecting the provisions made for the payment of or security for the Lease Schedule.
9. Lessee is a political subdivision as defined under Ohio Revised Code Section 125.04(B) and, pursuant to said Section 125.04(B), Lessee has enacted and filed with the Ohio Department of Administrative Services a certified copy of the ordinance or resolution of the legislative authority or governing board of Lessee requesting authority in the name of the Lessee to participate in state contracts which the Department of Administrative Services, Office of State Purchasing has entered into for the purchase of supplies, services, property and certain materials pursuant to Ohio Revised Code Section 125.04.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Lease Schedule.

Very truly yours,

(Title, e.g., Attorney at Law)

Exhibit E

[For Use by Political Subdivision Lessees]

Lessee's Certificate

Quadient, Inc./Quadient Leasing USA, Inc.
Lessor/Assignee Address
Lessor/Assignee City, State, Zip

RE: Lease Schedule No. Quadient Lease number once booked between Lessee Name (Lessee) and Quadient, Inc. (Lessor), entered into pursuant to Master Leasing Agreement, dated 10/11/2017, between the State of Ohio, by the Department of Administrative Services and Vendor Name

The undersigned, being the duly elected, qualified and acting official or officer of State of Ohio, by the Department of Computer Services ("Lessee") do hereby certify, as of Commencement Date, as follows:

1. Lessee did, at a Regular/Special meeting of the governing body of the Lessee held Date by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease Schedule (the "Lease Schedule") by the following named representative of Lessee, to wit:

Signature _____

Name of Executing Official

Title of Executing Official

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Lease Schedule was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Lease Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Lease Schedule have been:

- (a) Held within the geographic boundaries of the Lessee;
- (b) Open to the public, allowing all people to attend;
- (c) Conducted in accordance with internal procedures of the governing body; and
- (d) Conducted in accordance with the charter of the Lessee, if any, and the laws of the State of Ohio (the "State").

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms is defined in the Master Leasing Agreement referred to above) exists at the date hereof with respect to this Lease Schedule or any other Lease Schedules entered into by Lessee under the Master Leasing Agreement.

5. The leasing of all of the Property under the Lease Schedule has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Lease Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

Signature _____

Name of Lessee's Appropriate Fiscal Officer

Title of Fiscal Officer

7. The Lessee is currently maintaining the insurance required by the Master Leasing Agreement on the Property under the Lease Schedule.

8. The use of the Property subject to the Lease Schedule is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

9. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Lease Schedule or of other agreements similar to the Lease Schedule; (b) questioning the authority of Lessee to execute the Lease Schedule, or the validity of the Lease Schedule, or the payment of the Lease Payments thereunder Lease Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Lease Schedule; or (d) affecting the provisions made for the payment of or security for the Lease Schedule.

10. Lessee is a political subdivision as defined under Ohio Revised Code Section 125.04(B) and, pursuant to said Section 125.04(B), Lessee has enacted and filed with the Ohio Department of Administrative Services a certified copy of the ordinance or resolution of the legislative authority or governing board of Lessee requesting authority in the name of the Lessee to participate in state contracts which the Department of Administrative Services, Office of State Purchasing has entered into for the purchase of supplies, services, property and certain materials pursuant to Ohio Revised Code Section 125.04.

IN WITNESS WHEREOF, I hereunto set my hand the day and year first above written.

Lessee Name (Lessee)

By: _____

Title: _____

Exhibit F
INSURANCE REQUIREMENTS

RE: Property Schedule No. Quadient lease number once booked between Organization (Lessee) and Quadient Inc. (Lessor), entered into pursuant to Master Leasing Agreement, dated 10/11/2017, between the State of Ohio, by the Department of Administrative Services and Quadient Inc (Lessor)

_____ Per Section 18 of the Master Leasing Agreement, Lessor agrees that Lessee will self-fund replacement of the equipment in the event of a loss/damage to the equipment.

X Per Section 18 of the Master Leasing Agreement, Lessor WILL require Lessee to maintain insurance on the Property subject to Property Schedule No. (*Quadient lease number once booked*) in the amounts shown below. A Certificate of Insurance from your insurer is required.

The Certificate should state that in the event the insurance coverage is reduced or cancelled, then 30 days prior to the effect of such event, the insurer will inform Quadient Inc. and its assigns of such reduction or cancellation in writing.

Lessor: Quadient Inc.
By:
Printed Name:
Title:
Date:

Lessee: West Chester Township
By:
Printed Name:
Title:
Date:



GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, MailFinance Inc. "Supplier" refers to either Neopost USA Inc., or any other third party that has manufactured, or is providing services related to, the Products.

1. Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE (except as provided in Section 24, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

2. Promise to Pay. You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

3. Initial Term; Renewal.

3.1 FMV Lease. The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either: (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, then this Lease will automatically renew for consecutive periods of one (1) month each (each a "Renewal Period"). The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

3.2 LTOP Lease. If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). At the conclusion of the Initial Term of an LTOP Lease, we shall: (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

4. Payments. Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form. You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

5. Delivery and Location of Products. The Products will be delivered to You at the installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

6. Ownership, Use, and Maintenance of Products. We will own and have title to the Products during the Lease. You agree that the Products are and shall remain Our personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

7. Assignment of Supplier's Warranties. We hereby assign to You any warranties relating to the Products that We may have received from the Supplier.

8. Relationship of the Parties. You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY POSTAGE METER RENTAL, MAINTENANCE, SERVICE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).

9. Default. You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. To the extent allowable by law, You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

10. Finance Lease. You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.



11. Loss; Damage; Insurance. You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

12. Return of Products. Unless You take title to the tangible Products pursuant to Section 22 or Section 23, then You are required to return such Products under this Lease. In such a case, at the end of the Lease, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Products must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

13. Assignment. YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.

14. Disclaimer of Warranties. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

15. Limitation of Liability. WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, "PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

16. Notice. All notices related to this Lease to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Lease shall be made as outlined in Section 3 herein by calling 1-800-NEOPOST (636-7678). All other notices, requests and other communications hereunder shall be in writing and sent to: MailFinance Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Such notices shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

17. Integration. The Lease represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

18. Severability. In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

19. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.

20. Survival of Obligations. Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

21. Choice of Law; Venue; and Attorney's Fees. This Lease shall be governed under the laws of the State of Connecticut, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in New Haven County, Connecticut. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Lease (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Lease, to the extent allowable by law, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

22. FMV Leases. If this Lease is a fair market value lease, as indicated by the lease rate that has been used by Us to calculate Your Lease Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Lease on an "as is, where is" basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

23. LTOP Leases. If this Lease is a lease to purchase, as indicated by the lease rate that has been used by Us to calculate Your Lease Payments then, at the end of the Initial Term and after You have made all of the Lease Payments, We shall transfer title to all hardware Products that are subject to this Lease to You on an "as is, where is" basis.

24. Termination.

24.1 Non-Appropriation.

a. You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar Products from another vendor.

b. You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. I confirm that we will not replace the Products with similar



equipment from any other party in the succeeding fiscal year.

24.2 Convenience. You may terminate this Lease at anytime and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

25. Additional Postage Meter Terms. If the Products require a postage meter, then You agree that Neopost USA's Postage Meter Rental Agreement shall govern your rental of such postage meter.

POSTAGE METER RENTAL AGREEMENT

1. Incorporation of Certain Terms. Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"); and (ii) if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Neopost USA Inc., and any reference to "Products" shall refer to the Postage Meter. Sections 11, 12 and 14 through 25 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement.

2. Provisions as to Use. You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order Form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

3. Rental Fee, Term, and Taxes. The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such

certificate. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization from Us, then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).

4. Postage Meter Maintenance, Inspections, and Location. We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

5. Postage Advances. We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

6. Default. In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, MailFinance Inc., and Mailroom Finance, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. To the extent allowable by law, You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

7. Rate Updates.

A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.

B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered Products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the



covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

- C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available e the following updates for Your covered Products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered Products or Software. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the then-current price for such update; or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

8. United states postal service acknowledgement of deposit requirement. By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

9. Additional united states postal service terms.

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to

\$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).

- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

NeoFunds®/TotalFunds® ACCOUNT AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease") and a Postage Meter Rental Agreement with Neopost USA Inc. (the "Rental Agreement"). If you have an eligible postage meter, then you will have access to a NeoFunds postage funding account (for Neopost POC accounts) or a TotalFunds postage funding account (for Hasler TMS accounts) and this NeoFunds/TotalFunds Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Lease or Rental Agreement shall have the same meanings in this NeoFunds Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc., an affiliate of Neopost USA Inc. Sections 14 through 20 of the Lease are hereby incorporated into this Account Agreement except that any reference in those sections to the "Lease" refers to this Account Agreement.

2. Establishment and Activation of Account. You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the postage meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Neopost USA. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

3. Operation of Account. Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Neopost USA Inc. is authorized to provide, Neopost USA Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that NeoFunds/TotalFunds will provide additional available postage funds when Your pre-paid account balance is zero (\$0). When You request a postage meter reset, if You have the funds on account with the USPS, those funds



automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the Neofunds/TotalFunds Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services from that Neopost USA is authorized to provide, then We shall pay the applicable amount to Neopost USA Inc. and add such amount to Your Account balance.

4. Payment Terms. You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

5. Account Limit and Account Fees. You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, and a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

6. Cancellation and Suspension. We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

7. Default. We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may

be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Neopost USA Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

8. Remedies. If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your postage meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Neopost USA Inc., MailFinance Inc.

9. Amendments. We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

10. Notice: Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

11. Miscellaneous. You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

MAINTENANCE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Maintenance Agreement, except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the "Lease" refers to this Maintenance Agreement.

2. Neopost's Terms and Conditions for Maintenance Services. If the Order Form indicates that You have purchased maintenance services, then Neopost USA Inc., or one of its affiliates, will provide maintenance services for the Products in accordance with Neopost USA Inc.'s then-current maintenance terms and pricing for the level of maintenance services that You have purchased. Those services will be provided for the entire term of the Lease and are NON-CANCELABLE. The current version of those terms and conditions are available at www.neopostusa.com/maintenanceagreementV0613. You



agree that You have access to such terms and that they are incorporated into this Maintenance Agreement by this reference, and that You shall be bound by such terms as if they were fully stated herein. **Notwithstanding the foregoing, maintenance services are not available on HD Office Printer Series products.**

3. Auto Ink Program. If the Order Form indicates that You have elected to participate in Our Auto Ink Program (the "Program"), then you hereby authorize Us to ship You a new ink cartridge for the Product whenever the Product indicates that the then-current ink cartridge reaches twenty percent (20%) of its capacity. You authorize Us to charge the then-current fee for such cartridge (plus applicable taxes and shipping charges) to Your NeoFunds or TotalFunds Account, You may opt out of the Program at any time by sending an email to CIMneworders@neopost.com.

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.

2. License Grant and Additional Terms. In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at www.neopostusa.com/softwareterms and may be supplemented by Us or third party licensors, from time to

time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

3. Software Support. Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Maintenance"). At the conclusion of each year of Software Maintenance, the Software Maintenance will automatically renew for additional one-year periods at Our then-current fee for such services unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.

4. Use of Websites. Neopost USA Inc. and/or any of Our affiliates, suppliers, including, but not limited to, MailFinance Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or license terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

Neopost USA Maintenance Program Terms May 2013

Neopost USA Maintenance Terms

Thank you for purchasing Maintenance Services from Neopost USA Inc., or its affiliate, ("Neopost"). This document is a part of your Agreement with Neopost and it provides additional details regarding Neopost's Maintenance Program.

WHAT'S COVERED?

Maintenance services, as described herein, will be provided for the Products at the Delivery Location. Neopost agrees to provide the parts and labor associated with the ordinary maintenance of the Products as required due to normal wear and tear ("Maintenance Services"). Unless Customer has purchased PremierPlus maintenance service, Maintenance Services do not include consumable parts and/or wearable parts as defined by Neopost. Supplies (i.e. ink, roll tape, labels, etc.) are not included in Maintenance Services. Maintenance Services may also include preventative maintenance and inspections from time to time, as determined by Neopost. Neopost may, at its option, designate a third party to provide Maintenance Services. Neopost, in its sole discretion, may service the Products by replacing it with new, or like-new Products; provided that such replacement products are substantially similar to the Products. Maintenance Services will be provided during normal business hours. Any parts that are replaced by Neopost while performing Maintenance Services become the property of Neopost.

WHAT ARE THE FEES AND WHEN ARE THEY DUE?

- **For Purchased Products:**
Customer shall commence paying for the Maintenance Services on upon delivery of the Products. All fees for Maintenance Services ("Maintenance Fees") on purchased Products are invoiced annually, in advance.
- **For Leased Products:**
If the Products are being leased from MailFinance Inc. and the Maintenance Fee has been included in the lease payment amount ("Leased Products"), then Maintenance Services will be provided at no extra cost, except for the Additional Charges (as defined below), for the Initial Term of the lease. Customer shall commence paying for the Maintenance Services on Leased Products, where Maintenance Fees are included in the lease payment, on the date the lease commences. During any Renewal Term, Customer agrees to pay the then-current fee for Maintenance Services.
- **Other Fees:**
In addition to the Maintenance Fees, Customer agrees to pay : (a) for labor, parts, and expenses for maintenance or repair that is part of an Excluded Service (as defined below); (b) for travel expenses for any on-site maintenance services that in the opinion of Neopost is not deemed necessary; and (c) an increased Maintenance Fee for Products that are regularly used by more than one shift of personnel per business day (collectively "Additional Charges"). All Additional Charges shall be at Neopost's then-current published rates for time and materials. Charges for labor shall include travel expenses (including travel time, gas, tolls, mileage, etc.).

All payments for Maintenance Services and Additional Charges are nonrefundable. Neopost may adjust the Maintenance Fees at the end of the Initial Maintenance Term (as defined below) and any renewal term.

WHAT IS THE TERM OF THE MAINTENANCE SERVICES?

For Purchased Products:

Unless otherwise specified in the Agreement, the initial term of these Maintenance Services is one

- Rebuilding or major overhauls which Neopost determines are necessary ("Reconditioning").

All of the foregoing are "Excluded Services." Excluded Services also include operator training beyond the initial training provided by Neopost and application configuration and set-up. In the event Customer requests Neopost to perform an Excluded Service, Customer shall pay Neopost its then-current hourly rate for those services (including travel time), as well as Neopost's then-current price for any parts required in connection with such services.

WHAT OTHER RESPONSIBILITIES DO I HAVE?

CUSTOMER'S MAINTENANCE OBLIGATIONS: Customer agrees to maintain the Products in accordance with Neopost's published specifications. Except as specified and approved by Neopost, Customer shall not perform, or permit third parties to perform maintenance or repair on the Products.

COPIES OF DATA: Customer is solely responsible for all data stored on the Products and making copies of all such data prior to Neopost performing Maintenance Services.

USE OF NEOPOST SUPPLIES: If the Customer uses other than Neopost supplies, and if such supplies are defective or unacceptable for use in Neopost machines and cause abnormally frequent service calls or service problems, then Neopost may, at its option, assess a surcharge or terminate the Maintenance Services. In this event, the Customer may be offered service on a "Per Call" basis based upon published rates. It is not a condition of this Agreement, however, that the Customer uses only Neopost authorized supplies.

ENVIRONMENT/ELECTRICAL: Customer shall provide a suitable environment for Products as specified by the manufacturer. In order to insure optimum performance by the Neopost Products, it is mandatory that specific models be plugged into a dedicated line and that they comply with manufacturer electrical specifications.

COMPLETE SYSTEM COVERAGE: All Neopost components (hardware and software) used in a system must be covered under Maintenance Services ("Complete System Coverage"). For example, a customer may not obtain Maintenance Services only for a mailing machine if it is used with a separate scale. In that case, the Customer would also need to purchase Maintenance Services for the scale. If a customer refuses to obtain Complete System Coverage, Neopost may terminate the Maintenance Services on any Product that is otherwise covered by such Maintenance Services.

ACCESS TO PRODUCTS: Customer shall allow Neopost full and free access to the Products and the use of necessary data communications facilities and equipment at no charge to Neopost.

PRODUCT MODIFICATIONS: Customer shall not cause modifications or interconnections to be made, or accessories, attachments, or features to be added to the Products without Neopost's prior written approval.

WHAT ELSE DO I NEED TO KNOW?

Neopost may terminate the Maintenance Services, upon written notice to Customer, if:

- **Customer defaults on any payment due under this Agreement;**
- **The Products exceed the maximum monthly or lifetime cycle counts for such Products;**

- **The Products are modified, damaged, altered or serviced by personnel other than the Neopost Authorized Personnel;**
- **Parts, accessories, consumables, supplies, or components not meeting machine specifications are used with the Products;**
- **Customer refuses to obtain Complete System Coverage;**
- **Any services are necessary because Customer has done (or failed to do) something that requires the performance of an Excluded Service;**
- **Customer decides not to proceed with any Reconditioning that is deemed necessary by Neopost.**

Furthermore, if the Products are being leased, this Agreement shall automatically terminate as to any Products covered by the lease on the date such lease expires or is terminated.

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
June 28, 2022	Business Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
Motion to approve Statutory Resolution No. 20-2022 approving a Maintenance Agreement between West Chester Township Board of Trustees and Board of County Commissioners, Butler County, for multi-use paths within West Chester Township; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement

Background:
<p>Butler County has recently undertaken a project to formalize existing operations with other governmental agencies. Part of this project is to put into a formal document the responsibilities of each governmental agency in dealing with Multi-Use Paths.</p> <p>The attached agreement represents no changes to the existing relationship with Butler County regarding multi-use paths. West Chester remains in charge of daily maintenance while Butler County is in charge of larger scale construction projects related to paths within their roadway projects. This is exactly as it is now, just formally contracted.</p> <p>Frost Brown Todd has reviewed the document and offered modifications that Butler County agreed to. Those changes are already represented in this document.</p>

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

RESOLUTION NO. 20-2022

Resolution 20-2022 approving an agreement between West Chester Township Board of Trustees and Butler County Commissioners, for maintenance of multi-use pathways

WHEREAS, the TOWNSHIP identified the need for improved pedestrian and bike connectivity for the West Chester residents around the West Chester Township and the surrounding county;

WHEREAS, the TOWNSHIP has existing and proposed Multi-Use Paths located in the COUNTY’s right-of-way in West Chester Township;

WHEREAS, the COUNTY and TOWNSHIP desire to enter into an agreement for the ongoing maintenance of Multi-Use Paths in order to provide consistent and efficient maintenance of the pathways to provide for the public health, safety, and welfare of the community;

NOW THEREFORE BE IT RESOLVED, the COUNTY and TOWNSHIP agree that the TOWNSHIP will be responsible for maintaining all Multi-Use Path improvements for an indefinite period and until otherwise agreed upon.

Adopted this _____ day of _____, 2022.

ATTEST:

Mark S. Welch, Chair	Yes/No
Ann Becker, Vice Chair	Yes/No
Bruce Jones, Fiscal Officer	Lee Wong, Trustee
	Yes/No

APPROVED AS TO FORM:

Donald L. Crain, Law Director

MULTI-USE PATHWAY MAINTENANCE AGREEMENT

This agreement is made and entered into, by and between the Board of County Commissioners, Butler County, Ohio, hereinafter referred to as "COUNTY" and the West Chester Township Trustees, West Chester Township, Ohio, hereinafter referred to as "TOWNSHIP".

WHEREAS, the TOWNSHIP identified the need for improved pedestrian and bike connectivity for the West Chester residents around the West Chester Township and the surrounding county;

WHEREAS, the TOWNSHIP has existing and proposed Multi-Use Paths located in the COUNTY's right-of-way in West Chester Township;

WHEREAS, the COUNTY and TOWNSHIP desire to enter into an agreement for the ongoing maintenance of Multi-Use Paths in order to provide consistent and efficient maintenance of the pathways to provide for the public health, safety, and welfare of the community;

WHEREAS, for the purposes of this agreement, the COUNTY and TOWNSHIP agree that the TOWNSHIP will be responsible for maintaining all Multi-Use Path improvements for an indefinite period and until otherwise agreed upon.

NOW, THEREFORE, upon the TOWNSHIP's approval accepting the agreement referenced herein, the COUNTY and TOWNSHIP agree as follows:

- A. The TOWNSHIP agrees to fully comply with any applicable statute, rule, regulation, order or restriction of any federal or state governmental authority lawfully exercising jurisdiction over the TOWNSHIP's use of public right-of-way for the features described within this Agreement, including, but not limited to, the American with Disabilities Act and the regulations promulgated thereunder.
- B. The TOWNSHIP agrees to maintain the Multi-Use Paths in such a manner that provides for a healthy, aesthetic environment that enhances the site and does not interfere with the safe use of the adjacent right-of-way.
- C. The TOWNSHIP shall maintain the Multi-Use Paths in accordance with the TOWNSHIP's rules and procedures applicable to the maintenance of Multi-Use Paths owned by the TOWNSHIP. These maintenance obligations include, but are not limited to, resurfacing the Multi-Use Paths and repairing or replacing segments that are in poor or unsafe condition.
- D. The COUNTY and TOWNSHIP acknowledge that the TOWNSHIP's rules and procedures regarding maintenance of Multi-Use Paths may change and agrees that TOWNSHIP's maintenance obligations set forth in the agreement may likewise change, provided that if such obligations changes, the TOWNSHIP will notify the COUNTY of any such change.
- E. The COUNTY has the option to make improvements to the Multi-Use Paths if needed as part of a road improvement project of normal roadway maintenance.

IN WITNESS WHEREOF, the parties, by their authorized representatives, have caused this agreement to be executed on the dates stated below, pursuant to each party's duly adopted resolution or ordinance.

WEST CHESTER TOWNSHIP

BOARD OF COUNTY COMMISSIONERS,
BUTLER COUNTY, OHIO

BY: _____

President

NAME: Larry D. Burks

Vice President

TITLE: Township Administrator

Commissioner

DATE: _____

DATE: _____

Approved as to Form Only:

BY: _____
Donald L. Crain
Township Law Director
Date: _____

Approved as to Form Only:

BY: Kevin J. Gerrity
Kevin J. Gerrity
Assistant Prosecuting Attorney
Butler County, Ohio
Date: 6/13/2022

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
June 28, 2022	Business Item
Submitted By:	
Colonel Joel M. Herzog, Chief of Police	

Motion:
Motion to apply for the Operation Underground Railroad grant; and, authorize Township Administrator to accept said grant if awarded

Background:
<p>In May of 2022, Operation Underground Railroad (OUR) reached out to the West Chester Police Department about possible grant opportunities. OUR is a non-profit organization that develops relationships with law enforcement agencies and offers resources to expand and amplify their anti-human trafficking and child exploitation efforts.</p> <p>The West Chester Police Department identified GreyKey as an investigative resource to assist in human trafficking and exploitation cases. GreyKey is a state-of-the-art forensic access tool that extracts encrypted or inaccessible data from mobile devices.</p> <p>OUR will purchase a one-year subscription of GreyKey for the police department, valued at \$9,570.50. Utilizing GreyKey, investigators can access password-protected mobile data, secure evidence, and protect victims from further exploitation.</p>

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

GRAYSHIFT, LLC

END USER LICENSE TERMS

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING GRAYSHIFT-SUPPLIED SOFTWARE AS PART OF THE GRAYSHIFT PRODUCT (THE "PRODUCT") CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

THIS PRODUCT CONTAINS CERTAIN SOFTWARE ("SOFTWARE") AND OTHER PROPRIETARY MATERIAL, THE USE OF WHICH IS SUBJECT TO THIS END USER SOFTWARE LICENSE AGREEMENT ("AGREEMENT"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT CLICK "I AGREE" AND DO NOT USE THE SOFTWARE. YOUR CLICKING "I AGREE" OR USING THE PRODUCT OR SOFTWARE INDICATES THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH ALL TERMS, YOU MUST RETURN THE PRODUCT, ALL MANUALS AND DOCUMENTATION, AND PROOF OF PAYMENT AND DISCONTINUE USE OF THE SOFTWARE. WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT AND NO SOLICITATION OF ANY SUCH WRITTEN APPROVAL BY OR ON BEHALF OF GRAYSHIFT SHALL BE CONSTRUED AS AN INFERENCE TO THE CONTRARY. IF YOU HAVE ORDERED THIS PRODUCT, GRAYSHIFT'S ACCEPTANCE IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS.

1. ENTIRE AGREEMENT. The parties hereby agree that all rights connected to the use of the Software by the Licensee are governed exclusively by the terms and conditions set out in this Agreement and shall prevail over any additional, different, or conflicting terms and conditions contained in any pricing statement from Grayshift for the Product ("Quote"), bid package, or other communication or document relating to this Agreement. Acknowledgement, whether express or implied, by either party of the other party's bid packages, Quotes, or other communications or documents relating to this Agreement which contain additional, different or conflicting terms shall not constitute acceptance of such terms and conditions by the acknowledging party. This Agreement may be amended only by a writing executed by both parties.

2. ACCEPTANCE AND DELIVERY. Software will be provided by electronic means. Acceptance of Software ("Acceptance") shall be automatic upon the successful completion of Grayshift's standard installation procedures on the Product.

3. LICENSE GRANT. Subject to the terms of this Agreement and for the consideration specified in the Order (defined below), Grayshift, LLC ("Grayshift") hereby grants to you ("Licensee" or "You") a limited, revocable, nontransferable, non-assignable, non-sublicensable, non-exclusive license to use and allow Authorized Users to use the Software, in object code form, solely as such Software is embedded in proprietary equipment provided herewith ("Product") and solely for the intended purpose and consistent with Section 9 hereto when accessing mobile devices ("Devices") in your possession or control. Licensee may only use the Product in online mode at authorized physical locations (the "Authorized Locations") specified in the online order (the "Order") or that Licensee has otherwise registered with Grayshift, and Licensee further acknowledges and agrees that in order for the Product to function properly in online mode, the Product must be connected to the Internet. Use of the Product in offline mode does not require the Product to be connected to the Internet. Grayshift may use certain

third-party monitoring tools to ensure that Licensee is in compliance with the foregoing restrictions, which such tools may be subject to Third Party Components terms as further described herein. For purposes of this Agreement, "Authorized Users" means collectively, employees, agents, or contractors who are empowered by Licensee to access or use the Product and Software.

4. THIRD PARTY COMPONENTS. The Software makes use of or otherwise incorporates third party components, including certain Google Maps features and content. Use of Google Maps features and content is subject to the then-current versions of the: (1) Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html; and (2) Google Privacy Policy at <https://www.google.com/policies/privacy/>.

5. LICENSE RESTRICTIONS. Notwithstanding anything to the contrary in this Agreement, Licensee will not (or allow an Authorized User or any other individual to): (a) modify any Product; (b) reverse compile, reverse assemble, reverse engineer or otherwise translate all or any portion of any Product, including by removal, disassembly or alteration of any of the Product's components; (c) pledge, rent, lease, share, distribute, sell or create derivative works of any Product; (d) use any Product on a time sharing, service bureau, application service provider (ASP), rental or other similar basis; (e) make copies of any Product; (e) remove, alter or deface (or attempt any of the foregoing) proprietary notices, labels or marks in any Product; (f) distribute any copy of any Software to any third party, including without limitation selling any Product in a secondhand market; (g) use the Software other than with Products provided by Grayshift; (h) use the Product in online mode other than at an Authorized Location; (i) deactivate, modify or impair the functioning of any disabling code in any Software; (j) circumvent or disable Grayshift copyright protection mechanisms or license management mechanisms; (k) use any Product in violation of any applicable Law or to support any illegal activity; (l) use any Product to violate any rights of any third party; or (m) photograph

any of the Product's components, whether internal or external. Grayshift expressly reserves the right to seek all available legal and equitable remedies to prevent any of the foregoing and to recover any lost profits, damages or costs resulting from any of the foregoing.

6. FEES. Licensee shall pay the license fees set forth in the relevant Quote for the Software and Product. Except as exempt by law, Licensee will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Grayshift's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Licensee will make all required payments to Grayshift free and clear of, and without reduction for, any withholding taxes. Any portion of any amount payable hereunder that is not paid when due will accrue interest at two percent (2%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

7. TITLE. As between the parties, Grayshift and its licensors retain all right, title, and interest, including, without limitation, all intellectual property rights to the Product. Licensee understands that Grayshift may modify or discontinue offering the Product at any time. The Product is protected by the copyright laws of the United States and international copyright treaties. This Agreement does not give Licensee any rights not expressly granted herein. This Agreement does not constitute a sale of the Product or any portion or copy of it. All rights not granted are reserved for Grayshift.

8. LIMITATION OF LIABILITY. UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL GRAYSHIFT OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM USE. GRAYSHIFT'S LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY LICENSEE FOR THE PRODUCT.

9. LICENSEE WARRANTIES. Licensee represents, warrants and covenants to Grayshift that (a) only Authorized Users of Licensee who have obtained any necessary consents and approvals pursuant to applicable laws shall be permitted to use any of the Grayshift Products or Software in connection with any Devices; (b) Licensee and its Authorized Users shall only use the Products and Software in compliance with all applicable laws; and (c) Licensee and its Authorized Users shall only use the Products and Software in accordance with the consents and approvals obtained pursuant to applicable laws.

10. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH ABOVE, GRAYSHIFT PROVIDES THE PRODUCTS AND SOFTWARE "AS IS" AND WITHOUT WARRANTY OF

ANY KIND, AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, QUIET ENJOYMENT, INTEGRATION, TITLE, NON-INTERFERENCE AND NON-INFRINGEMENT. FURTHER, GRAYSHIFT DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS THAT THE PRODUCT OR SOFTWARE WILL BE FREE FROM BUGS OR THAT ITS USE WILL BE UNINTERRUPTED OR THAT THE PRODUCT, SOFTWARE OR ANY WRITTEN MATERIALS WILL BE CORRECT, ACCURATE, OR RELIABLE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

Licensee acknowledges that all case stakeholders are aware of and understand the associated risk that the Device may become damaged and/or Device data may be unrecoverable when used with the Product or Software, in particular for Devices (a) with aftermarket repairs or hardware and nonstandard software builds; (b) that boot loop or are otherwise unable to boot normally; (c) that have preexisting damage, defects, or faults that may or may not be detectable; or (d) with software, software builds, states, or usage profiles not identified on the applicable support matrix. Licensee further understands that not all permutations of Device software, software builds, Device states, and usage profiles have been tested by Grayshift. Before utilizing the Product and Software on Devices under any of the above conditions, please consult support.grayshift.com.

11. CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS. Subject to applicable law, Licensee acknowledges that the Product and Software are sensitive technologies whose Confidential Information requires the highest duty of care. Licensee, Licensee's employees or agents who require access in order to perform hereunder, and all final users of the Product (collectively, "Receiving Party") shall not disclose, use, sell, transmit, inform or make available to any entity, person or body any of the Confidential Information, as defined below, nor shall it copy, photograph, or otherwise reproduce any Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and Grayshift's rights therein, at all times exercising the highest duty of care. Further, the Receiving Party shall not attempt to use any Confidential Information to discover, reverse compile, reverse assemble or reverse engineer the Product, including by removal, disassembly or alteration of any of the Product's components, whether internal or external. Receiving Party agrees to restrict access to Grayshift's Confidential Information to those Authorized Users who require access in order to perform hereunder, and, except as otherwise provided, the Receiving Party shall not make Confidential Information available to any other person or entity without the prior written consent of Grayshift.

11.1. For the purposes of this Agreement, "Confidential Information" means any proprietary, trade secret, financial,

technical and non-technical information related to Grayshift's business and current, future and proposed products and services and any derivatives therefrom containing, including, referring to, or otherwise reflecting and/or generated from such Confidential Information. Confidential Information includes, without limitation, (i) information concerning the methods of use, internal components, features, functions and solutions of Grayshift's software or product offerings (including the Product and the Software), information found on the Grayshift support website, and (ii) any copies, photographs, or other reproductions of the foregoing, whether or not marked as "confidential" or "proprietary."

11.2. Confidential Information shall not include any information that is (i) already known to the Receiving Party at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the Receiving Party; (iii) subsequently disclosed to the Receiving Party on a non-confidential basis by a third party not having a confidential relationship with Grayshift that rightfully acquired such information; or (iv) communicated to a third party by the Receiving Party with Grayshift's express written consent.

11.3. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the Receiving Party promptly notifies Grayshift in writing, if notification is permitted by law, and uses commercially reasonable efforts to assist Grayshift, at Grayshift's expense, in opposing such disclosure or obtaining a protective order or other reliable assurance preventing or limiting such disclosure and/or ensuring that confidential treatment will be accorded to any Confidential Information that is disclosed. Such disclosure does not remove the Confidential Information so disclosed from the protection of this Agreement. No further disclosure beyond the scope of such order is allowed.

11.4. The Receiving Party acknowledges and agrees that due to the unique nature of Grayshift's Confidential Information, there can be no adequate remedy at law for any breach of its obligations under this Section 11, that any such breach will cause irreparable and continuing damage to Grayshift and, therefore, that upon any such breach or any threat thereof, Grayshift shall be entitled to whatever remedies it might have by law and equity, including injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages, if appropriate). The Receiving Party further acknowledges and agrees that the covenants contained herein are necessary for the protection of legitimate business interests and are reasonable in scope.

12. TERM AND TERMINATION. This Agreement shall continue until terminated as set forth herein. Notwithstanding the foregoing, the license to any Product or Software is only during the license term applicable to such Product or Software. The license term shall be determined in the Quote. At Grayshift's sole discretion, Grayshift may also revoke such license and/or terminate this Agreement immediately without refund or

reimbursement if Licensee violates any Material Provision of this Agreement. For the purposes of this Section 12, "Material Provision" means each of Sections 3 (License Grant), 5 (License Restrictions), 9 (Licensee Warranties), and 11 (Confidentiality and Non-Disclosure Obligations). Any termination of this Agreement shall terminate the licenses granted hereunder. All Confidential Information, Software and/or derivatives therefrom delivered pursuant to this Agreement shall be and remain the property of Grayshift, and upon expiration or termination of this Agreement for any reason, Licensee shall destroy (or return, at Grayshift's election) (i) all materials in the possession of Licensee in any medium that contain, refer to, or relate to all other written, printed, or tangible materials containing Confidential Information; and (ii) any derivatives therefrom, and shall so certify to Grayshift that such actions have occurred. No such material shall be retained or used by the Receiving Party in any form or for any reason. Except for the license and except as otherwise expressly provided herein, the terms of this Agreement, including the Confidentiality and Non-Disclosure obligations in Section 11 hereto and any additional terms agreed-to in writing by both parties pursuant to Section 1 hereto, shall survive expiration and termination. Notwithstanding any other provision of this Agreement, the obligations of the parties as to Confidential Information shall remain binding in perpetuity until such information no longer qualifies as Confidential Information or until Grayshift sends the Receiving Party written notice releasing the Receiving Party from its obligations under Section 11 hereto, whichever occurs first.

13. INDEMNITY. Subject to applicable law, Licensee shall indemnify, defend, or at its option settle, any third party claim or suit against Grayshift based on a claim: (i) of any breach of this Agreement by Licensee, its affiliates, employees, agents, successors and assigns; and (ii) relating to or based on the activities conducted by Licensee or its Authorized Users, using or that used the Software and Product; and Licensee shall pay any final judgment entered against Grayshift in any such proceeding or agreed to in settlement. Grayshift will notify Licensee in writing of such claim or suit and give all information and assistance reasonably requested by Licensee or such designee.

14. GOVERNMENT USE. If Licensee is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Product or any related documentation is restricted in accordance with the Federal Acquisition Regulation 12.212 for civilian agencies and the Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies. The Product and documentation is a "commercial item", "commercial computer software" and "commercial computer software documentation." The use of the Product and documentation is further restricted in accordance with the terms of this Agreement, or any modifications thereto.

15. EXPORT CONTROLS. Licensee shall comply with the U.S. Foreign Corrupt Practices Act and all applicable export laws, restrictions, and regulations of the United States or foreign agency or authority. Licensee will not export, or allow the export or re-export, of the Product in violation of any such laws, restrictions or regulations.

16. MISCELLANEOUS. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The failure of Grayshift to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Grayshift's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned, sublicensed, or transferred for any reason whatsoever (including, without limitation, by operation of law,

merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without Grayshift's consent and any action or conduct in violation of the foregoing shall be void and without effect. This Agreement shall be governed by and construed under the laws of the State of Georgia, U.S.A. without regard to the conflicts of laws provisions thereof, and without regard to the United Nations Convention on Contracts for the International Sale of Goods. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the state and federal courts in Georgia; Licensee hereby agrees to service of process in accordance with the rules of such court.

<p>GRAYSHIFT, LLC</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>AGENCY: _____</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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OPERATION UNDERGROUND RAILROAD

OPERATION UNDERGROUND RAILROAD (O.U.R.) DOMESTIC LAW ENFORCEMENT
SUPPORT MUTUAL AGREEMENT FOR THE RECEIPT OF CONTRIBUTIONS

This Mutual Agreement Document (MAD) will govern contributions from O.U.R. to the **Partner Department Name**, each reserving the right to withdraw from the MAD with 30-day written notice with or without cause.

O.U.R. is a non-profit organization that exists to protect children from sex trafficking and sexual exploitation, a mission best accomplished through collaboration with law enforcement agencies (LEAs) both in the U.S. and abroad. O.U.R.'s domestic endeavors are different than its international activities. O.U.R. does not conduct domestic operations. O.U.R. recognizes that U.S. LEAs have the authority to enforce the laws relating to human trafficking and child exploitation and are therefore best positioned to conduct investigative and operational activities in this fight. O.U.R. is committed to empowering domestic LEAs by providing tools, training and technology to enhance their abilities to combat child exploitation.

O.U.R. shares a mission consistent with Internet Crimes Against Children (ICAC) task forces and has agreed to coordinate any domestic support with them. The receiving LEA will advise the presiding ICAC Commander in its state of this contribution to avoid duplication of efforts and to facilitate de-confliction.

The receiving LEA is responsible for researching agency or governing board policies and state laws governing the acceptance of contributions from 501(c)(3) organizations, and get the necessary approvals to receive donations, in any form, from O.U.R. The receiving LEA will be responsible for any recurring costs associated with the Electronic Storage Detection Dog or any other subsequent contributions.

O.U.R. is fully sustained by donors who generously give to help save children from being victimized by sexual predators, and to identify, rescue and heal those who have fallen prey to such predation. O.U.R. donors deserve to be informed regarding how their donations equate to the "measurables" necessary to combat child exploitation. Your agreement to receive this canine will entail providing O.U.R. with numbers of any individuals arrested, or victims identified associated with your dog's participation in an investigation. O.U.R. does not require any names or case identifiers, just raw numbers provided in bimonthly reports which O.U.R. will solicit. Furthermore, if forensic analysis of any devices located leads to the identification of a victim/s, those numbers, no names, are requested to facilitate program evaluation, and most importantly assure our donors that these extraordinary dogs are doing exceptional things to safeguard children. Additionally, O.U.R. is required to account for contributions made to LEAs during biannual audits. Such reports will provide documentation and indicators of yield associated with this contribution.

Attachment A will delineate specific contributions for subsequent donations with the original MAD remaining the governing document. Withdrawal from this document will not exempt the LEA, from agreed upon reporting requirements. Further, withdrawal from or noncompliance with the terms of this MAD shall not obligate the LEA to refund or reimburse O.U.R. for the contributions provided hereunder.

Donors deserve seeing how their contributions translate to children being safeguarded from predators, and such reporting and media exposure is a great motivator for continued support to O.U.R., which enables O.U.R. to further support LEAs. Where O.U.R. contributions support an operation resulting in arrests or other newsworthy activity, O.U.R.'s support is requested in associated press releases. O.U.R. will coordinate with the LEA's designated media rep about sharing, via website or social media posts, any successes and stories of interest made possible by the support provided. O.U.R. shall not publish or share LEA identifiers, such as name or logo, without prior written consent of LEA.

Acceptance of any O.U.R. donations shall not create any requirements or obligations of LEA except for those specifically stated in the preceding paragraphs.

For any future donations governed by this document, a description, reporting requirements and other specifics associated with the donation will be provided for agreement of both parties as a supplement to this original agreement with an addendum document delineating the contribution.

Designated LEA Point of Contact for Reporting:

Phone number:

Email:

Designated LEA Media Representative:

Phone number:

Email:

Questions about media coordination can be directed to O.U.R. Director of Marketing and Public Relations at emily@ourrescue.org

The following donations, or forms thereof, will be provided to the **Agency Name**:

- 1) Example

Please sign below in acknowledgment that you understand the content herein and will agree to O.U.R.'s requests as the recipient of donation/s listed. Attachment A can be used for any subsequent contributions governed by this MAD.

O.U.R. Representative Name

Name of LEA

O.U.R. Representative Signature

Law Enforcement Representative Name

Date

Law Enforcement Representative Signature

Receiving LEA or Taskforce:

Designated Point of Contact for Reporting:

Phone number:

Email:

Designated Media Representative:

Phone number:

Email:

The following donations, or forms thereof, will be provided to: **Name of LEA**

O.U.R. Representative Name

Name of LEA

O.U.R. Representative Signature

Law Enforcement Representative Name

Date

Law Enforcement Representative Signature

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
June 14, 2022	Resolution Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
Resolution No. 17-2022 approving Major Change and Preliminary Development Plan for Case # MC03-22 BC-TID Mike's Carwash

Background:
The applicant is requesting approval for a Major Change and Preliminary Development Plan for a 5,284 s.f. carwash on 2.5212 acres located along Veterans Blvd.; Parcel # M5620-476-000-003

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



WCT Board of Trustees Staff Report

June 14, 2022

MC 03-22

**BC TID AT LW, PHASE 3; MIKE'S CARWASH –
MAJOR CHANGE TO THE C-PUD**

CASE HISTORY:

The West Chester Township Board of Trustees approved a Zoning Map Amendment from A-1 (Agricultural District) to C-PUD (Commercial Planned Unit Development District) and a Preliminary Development Plan (24-2017) on August 22, 2017 for a mix of uses, including two (2), two-story buildings consisting of a total of 95,000 square feet of medical office use; a four-story, 60,000 square foot building consisting of a one-hundred and one (101) room hotel use; and a one-story, 8,360 square foot, multi-tenant building consisting of retail/ restaurant uses on approximately 14.8 acres.

The West Chester Township Zoning Commission approved a Final Development Plan for Phase 1 of the site (18-6) on April 16, 2018, to include a lot split; right-of-way dedication and construction of road improvements along Liberty Way; site grading, which includes a retention area; installation of site utilities; and construction of the internal, public roadway and the pedestrian facilities on approximately 14.8 acres.

A Final Development Plan for Phase 2 (18-18) was approved on August 20, 2018 for a two-story, 50,000 square foot Tri Health medical office building on 9.4 acres.

A Major Change and Preliminary Development Plan for Phase 3, Lot 6 (21-6) was recommended for denial on May 17, 2021, which included a 4,400 square foot convenience business and a fuel station on 1.3 acres.

A Major Change and Preliminary Development Plan for Phase 3, Lot 6 (21-12) was recommended for denial on August 16, 2021, which included a 4,400 square foot convenience business and a fuel station on 1.3 acres.

REQUEST: Major Change to a PUD

PROPERTY OWNER: Liberty Way Cincy, LLC.

APPLICANT: Ty Dubai, Mike's Carwash, Inc.

LOCATION: The subject site is located along Veterans Boulevard approximately 280 feet north of Liberty Way. (Parcel M5620476000003 - Section 12, Town 3, Range 2)

SITE DESCRIPTION: The site consists of 2.52 acres within the overall PUD, located within the previously planned lot 1, but re-platted as lot 6. The site is characterized as undeveloped open space.

SITE VICINITY:



**APPLICANT'S
PROPOSAL:**

Construction is planned to occur in one phase, beginning in the Fall of 2022 and ending in Spring of 2023.

<i>Car wash conveyor</i>	5,284 square feet
<i>Parking/ Stacking</i>	
7 spaces/ 30 conveyor entry and 12 conveyor exit provided	30/ 12 entry and exit required
56% open space provided	15% open space required

The proposed Major Change and PDP asks the Zoning Commission to now consider and give a recommendation on the proposed uses and site layout by applying the standards stated in Article 26.11 as follows:

26.11 REQUIRED CONDITIONS FOR APPROVAL OF PRELIMINARY DEVELOPMENT PLAN. The Township Zoning Commission and Board of Trustees shall study and review all applications for Planned Unit Developments. The Township Zoning Commission and Board of Trustees may impose conditions which should generally be satisfied before the approval of the Preliminary Development Plan.

26.111 The Planned Unit Development District is consistent with the adopted West Chester Township Land Use Plan (if applicable).

26.112 The use(s) proposed will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not be achieved as well under other Zoning Districts.

26.113 The internal streets and primary and secondary roads that are proposed properly interconnect with the surrounding existing road network and is not in conflict with the design indicated on the current Butler County Thoroughfare Plan.

26.114 The site will be accessible from public roads that are generally adequate to carry the traffic that will be imposed upon them by the proposed development and the streets and driveways on the site will be adequate to serve the residents or occupants of the proposed development.

26.115 The minimum common open space area(s) have been designated and shall be duly transferred to a legally established Homeowners' Association or has been dedicated to West Chester Township or another public or quasi-public agency as herein provided in Subsection 26.067.

26.116 The Preliminary Development Plan is consistent with the intent and purpose of this Resolution, to promote the public health, safety and general welfare of the residents of West Chester Township, Butler County, Ohio.

26.117 The Preliminary Development Plan has been transmitted to all other agencies and departments charged with responsibility of review.

STAFF

CONSIDERATIONS:

The original Trustee Resolution No. 24-2017 defined the permitted uses for the overall C-PUD and Preliminary Development Plan (PDP), which excluded the use of a car wash and other more intense general retail uses. Staff's considerations at that time and presently, given the close proximity to the living facility and residences, are any detrimental effects to those surrounding uses and the overall compatibility of uses within the planned site, as well. The approved PDP was consistent with the recommended Office/ General Retail land use classification's development standards, which recommended general retail uses that were compatible with the initial phase for the medical office use. Based on these considerations, the original applicant proposed a hotel and a multi-tenant building consisting of small retail businesses for Lots 5 & 6.

While the site is located in close proximity to the interstate highway, the land use was not recommended as a Highway Services or General Retail land use classification, which would be a more consistent classification for high-intensity, auto-oriented uses. For example; Parcel M5610-020-000-002, which is the site (The Fields C-PUD) located between I-75 and Cox Road and south of the two new hotels located on the corner of Liberty Way and Cox Road, was approved for more intense general retail, such as car washes and gas stations. That site was considered to be more compatible with these types of uses since it is located along the interstate and adjacent to industrial use to the south.

The applicant is now asking you to reconsider the recommended land use classification's development characteristics, which requires compatible uses that are consistent in intensity, and the original approval in 2017 that was considered to be meeting these requirements. To do so, they have applied for a Major Change to the C-PUD district for the proposed use of a car wash. The expansion of Lot 6,

proposed with the previous application, will be maintained. However, the full-movement access to Lot 5 will remain as approved on the PDP and negotiated in the County's development agreement for Veteran's Boulevard, but the cross-access between Lots 5 and 6 will be achieved along the drive aisle located on the east property line that will be stubbed to Lot 6. The applicant has addressed the BCEO's comments in regard to the traffic analysis, which included initial concerns with the turning radius design of the access way and has illustrated the Township's zoning requirement for ingress/ egress stacking spaces into the car wash conveyor.

In addition to the BCEO's concerns with vehicle turning radius, the West Chester Fire Department has indicated all drive aisles will need to meet safety service vehicle turning radius requirements; the farthest part of the building shall be no further than four-hundred (400) feet from a hydrant; and construction and design will need to be coordinated and comply with all applicable Building and Fire codes.

The West Chester Community Services Department has indicated a lighting district has been proposed along Veteran's Boulevard. Therefore, the applicant's membership and responsibilities involving the property owner's association (POA) and/ or lighting district will need to be drafted and provided for review and approval at the FDP stage.

The previous approval required all signage, besides Lot 3, meet the typical requirements of the WCTZR, Article 20. The applicant is proposing the following, which would be a variance from the original approval:

- A 12.75 foot high monument sign, where ten (10) foot height is the maximum;
- Five (5) building signs totaling 387 square feet of display area, where 109 square feet (8%) of display area is the maximum for a 1,368 square foot front building wall area;
- One of the five building signs is proposed as an off-site, commercial message for another organization, where off-site signage is prohibited;
- Two (2) directional signs, where one (1) sign is the maximum; and
- A (W.A.R.R.) "responsibilities and reminder" sign, which will require special consideration, because Article 10 and 20 do not specifically address this type of signage.

In consideration for the proposed signage, the original intent for the site was considered to be a well-appointed, gateway to the Township, which allowed for typical commercial signage requirements, but not detract from it. As

aforementioned, the applicant has proposed a substantial variance in what the typical signage requirements would be, to include the proposal for one of the 109 square foot, internally-illuminated building signs that would be mounted 20-30 feet in height on the north building wall. Therefore, consideration should be given to the significance of requested variance of the original approval and how it would detract from the original intent of this Township gateway.

The applicant has proposed a preliminary landscaping plan in order to address any detriments to the adjacent residences. While the applicant has proposed adequate screening, consideration should also be given to any noise mitigation can be achieved through further screening barriers, such as fencing. Furthermore, additional detailed landscaping would be required along the site and building perimeters, ground signage, etc. at the FDP stage.

The applicant has provided a draft of the amended Reciprocal Easement and Operation Agreement (Bk 9224, Pg 1598), which establishes vehicular and pedestrian cross-access easements; the maintenance of such easements; and the maintenance of the stormwater facility located adjacent to Lot 5 as required by the previous approval. However, the applicant will need to coordinate with Butler County to verify if the easements may need to be illustrated on the re-plat prior to recordation.

The West Chester Township Zoning Commission held a public hearing on May 16th and given all considerations in regard to the existing conditions; the proposed use in relation to the surrounding character; and the overall general welfare of the Township, the Zoning Commission recommended denial of the Major Change and the proposed preliminary development plan.

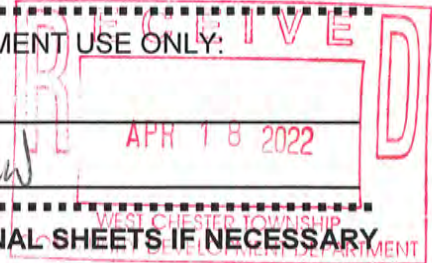
ACTION: The West Chester Township Board of Trustees may now approve, approve with modifications, or deny the submitted Major Change and Preliminary Development Plan, unless additional information is deemed necessary to make an informed decision.

APPLICATION FOR A MAJOR CHANGE
TO A PUD DISTRICT
WEST CHESTER TOWNSHIP COMMUNITY DEVELOPMENT DEPARTMENT
9577 Beckett Road, Suite 100, West Chester, Ohio 45069
Telephone: (513) 777-4214

FOR WEST CHESTER COMMUNITY DEVELOPMENT DEPARTMENT USE ONLY:

CASE # MC03-22 BC-TIP Mike's Carwash DATE RECEIVED: _____

FEE RECEIPT # 55593 RECEIVED BY: Bkw



THIS APPLICATION MUST BE TYPEWRITTEN - USE ADDITIONAL SHEETS IF NECESSARY

NAME OF APPLICANT Mike's Carwash, Inc. - Ty Dubay

ADDRESS 100 Northeast Drive

CITY/STATE/ZIP Loveland, OH 45140

PHONE NO. (513) 677-4691

FAX NO. (513) 677-1588

EMAIL tdubay@mikescarwash.com

NAME, ADDRESS & PARCEL NUMBER OF EACH PROPERTY OWNER OF RECORD
WITHIN THE PROPERTY WHICH IS REQUESTED FOR THE MAJOR CHANGE:

1. Liberty Way Cincy, LLC; 9349 Waterstone Blvd., Cincinnati, OH 45249

Parcel ID: M5620476000003

REQUEST RE-DESIGNATION OF AREA FROM C-PUD TO C-PUD

TOTAL ACRES 2.5212

LOCATION OF PROPERTY FOR MAJOR CHANGE:

SECTION 12 TOWN 3 RANGE 2

PARCEL (S) Parcel ID: M5620476000003

PROPERTY ADDRESS Veterans Boulevard

CITY/STATE/ZIP West Chester Township, OH 45069

(MY) (OUR) INTEREST IN THE PROPERTY TO BE RECLASSIFIED IS AS:

OWNER AGENT LESSEE OPTIONEE

APPLICANT Ty Dubay 100 Northeast Dr., Loveland, OH 45150 (513) 677-4691
Signature Address/City/ST/Zip Phone Number

OWNER (S) 9349 Waterstone Blvd., Cincinnati, OH 45249 (513) 583-4744

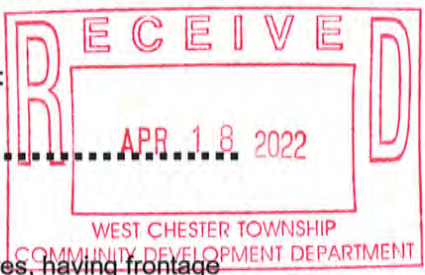
Michael Brown 45 Fairfield Ave. 859-292-950
Signature Address/City/ST/Zip Phone Number
Bellefonte, PA 16813

DESCRIPTION OF REQUEST AND REASONS FOR MAJOR CHANGE TO PUD DISTRICT
WEST CHESTER TOWNSHIP COMMUNITY DEVELOPMENT DEPARTMENT
9577 Beckett Road, Suite 100, West Chester, Ohio 45069
Telephone: (513) 777-4214

.....
FOR WEST CHESTER COMMUNITY DEVELOPMENT DEPARTMENT USE ONLY:
.....

CASE # MC03-22
BC-TID, Mike's Car Wash

DATE RECEIVED:



.....
NOTE: THIS APPLICATION SHOULD BE TYPEWRITTEN

The area of land sought to be changed contains approximately 2.5212 acres, ~~having frontage~~
of approximately 264.74' feet located (1) along the _____ side of _____
approximately _____ feet _____ of _____. Or (2) at the _____
corner of the intersection of Liberty Way and Veteran's Boulevard

THE APPLICANT SHOULD PREPARE DEFINITIVE STATEMENTS REGARDING THE FOLLOWING: (USE ADDITIONAL SHEETS IF NECESSARY)

- 1) What are the specific changes in the character and conditions of the area, which have occurred to make the property no longer suitable or appropriate for the existing PUD classification or to make the property appropriate for the proposed PUD district?
Please see attached narrative.

- 2) What is the benefit that the neighborhood or community as a whole will derive from this change?
Please see attached narrative.

- 3) Will the site be accessible from public roads, which are adequate to carry the traffic that will be imposed upon them if the change is granted, or will road improvements be required?
Please see attached narrative.

- 4) Has this change been discussed with regard to traffic design with the Butler County Engineer's office? When? Who?
Please see attached narrative.

- 5) Is the property currently or can it be serviced by public sewer and water and can proper drainage be provided?
Please see attached narrative.

- 6) What is the anticipated proposed use of property and character (architectural treatment) of the development?
Please see attached narrative.

WEST CHESTER TOWNSHIP, BUTLER COUNTY, OHIO
Major Change to an Approved PUD District
Mike's Carwash, Inc.

Description of Request and Reasons for Major Change to PUD District

1) What are the specific changes in the character and conditions of the area, which have occurred to make the property no longer suitable or appropriate for the existing PUD classification or to make the property appropriate for the proposed PUD district?

The character and conditions of the area are undergoing significant change associated with the construction of the adjacent Freedom Pointe development in Liberty Township, which will include a Costco store at the northeast corner of the Liberty Way and Cox Road intersection, as well as additional grocery store buildings, restaurants, and retail. As reflected in the preliminary site plan for the Costco development, attached as **Exhibit A**, the Costco development includes a proposed hotel. As a result, the development of a hotel at the subject property is no longer supported by the regional demands of the area. While the Costco development will undoubtedly increase traffic in West Chester, it is unlikely to increase the need for overnight lodging. The addition of the hotel at the Freedom Pointe development therefore reduces the demand for the hotel at the property here.

Moreover, changes to the character and conditions of the area make the property appropriate for the proposed car wash use. The increase in patrons at Freedom Pointe associated with the Costco store and supporting businesses will increase commuter traffic, and the related need for car wash services. The proposed Mike's Carwash will support these demands of the public.

Note that, as the property is zoned C-PUD, any principally permitted use in the B-2 District is also principally permitted at the property. (*See* West Chester Township Zoning Resolution at 26.0321.) As a result, automobile and truck service establishments are permitted as of right at the property. (*Id.* at 22.023) (identifying as principally permitted uses: "Automobile, truck, trailer, recreational vehicle, and farm implement, storage, sales and service establishments . . ."). The current PUD approves other B-2 District uses—including hotels, motels, and drive-thru restaurants—and the modification requested here merely seeks another principally permitted use.

2) What is the benefit that the neighborhood or community as a whole will derive from this change?

The Applicant seeks to benefit the neighborhood and community as a whole through this change, for the reasons listed below:

- **Needed Car Wash Services.** Based upon the Applicant's review of market data, there is a current need for car wash services in the adjacent area. This need will increase following the construction of the Freedom Pointe development. Through the

construction of the Mike's Carwash, the Applicant will support a community need in the maintenance of vehicles for both West Chester residents and visitors.

- Employment Opportunities. The development will provide additional employment opportunities for the area.
- Attractive Development. The construction of the Mike's Carwash will develop a property that has remained in an undeveloped state for nearly 5 years since the approval of the C-PUD, providing an aesthetically pleasing development that energizes the Cox Road corridor.
- Property Tax Benefits. There is a property tax benefit associated with the development, as the development will increasing the value of the real estate and the tax base for the area.
- Community & Non-Profit Support. Mike's Carwash takes pride in the communities in which it is located, and over the years has raised millions of dollars for various community partners, including Big Brothers Big Sisters. It is a tradition that every Mike's Carwash grand opening includes a fundraising tie-in to a local charitable organization, and Mike's Carwash regularly donates to local charitable organizations on an annual basis. The Applicant further partners with 501(c)(3) non-profit organizations to host fundraisers and events at their locations. As a corporate citizen, the Applicant realizes that it plays an important role in the value of each community in which it does business. The Applicant intends to support West Chester through its development here.

3) Will the site be accessible from public roads, which are adequate to carry the traffic that will be imposed upon them if the change is granted, or will road improvements be required?

The site is accessible by public roads, which are adequate to carry the traffic that will be imposed upon them. Based upon the Applicant's review of the Traffic Engineer's Manual, the proposed car wash use will have a lower traffic impact than the previously approved use of hotel. As a result, the proposed development will impose a reduced burden upon West Chester roadways as compared with the previously approved use. The Applicant is also working with the Butler County Engineer's office to ensure that its design and development is appropriate for public roads.

4) Has this change been discussed with regard to traffic design with the Butler County Engineer's office? When? Who?

The Applicant and its representatives have been in contact with Mr. Matthew Loeffler, PE, Traffic Engineer with the Butler County Engineer's Office. Following a verbal discussion of the proposed development, Mr. Loeffler was provided with a site plan identifying ingress/egress, building layout, and stacking on March 16, 2022. Following Mr. Loeffler's review of the proposed site plan, he provided comments and confirmed that Butler County would not require a traffic impact study. The Applicant provided Mr. Loeffler with updated materials on April 4, 2022. Correspondence with Mr. Loeffler, as well as a diagram of site turning movement, site queuing, a memorandum of anticipated trip

generation, and the applicable Reciprocal Easement and Operation Agreement is attached hereto at **Exhibit B**. Mike's Carwash has worked on developing properties in Butler County previously, and will develop its property in a manner that is harmonious with the traffic needs of the area.

5) Is the property currently or can it be serviced by public sewer and water and can proper drainage be provided?

The property can be served by public sewer and water, and drainage can also be provided. The proposed use is less intensive than the previously approved hotel use, both with respect to impact on density and demand upon public sewer and water.

6) What is the anticipated proposed use of the property and character (architectural treatment) of the development?

The proposed use of the property is for car wash, which is appropriate in the C-PUD District. (See Resolution at 22.023) (identifying these principally permitted uses: "Automobile, truck, trailer, recreational vehicle, and farm implement, storage, sales and service establishments . . .") Further, the proposed development will meet architectural treatment standards for area, lot coverage, yard requirements, landscaping, and screening. Elevations of the proposed development are submitted herewith, and demonstrate that the proposed building will incorporate natural materials, including brick and stone. The building has been designed with a natural color scheme and modern layout that is harmonious with the adjacent TriHealth medical facility and nearby Country Hills Montessori School.

11653570.1

PROPOSED NEW BUILDING FOR:

MIKE'S CARWASH VETERANS BLVD. WEST CHESTER, OHIO

PRELIMINARY DEVELOPMENT PLAN



29 High Street
Milford, Ohio 45150
www.kba.com
800-333-4474
SHEET CONTENTS:
TITLE PAGE

APPLICANT:



100 NORTHEAST DRIVE
LOVELAND, OH 45140
Phone: 513-677-4700
ATTN: EDDIE KRIEGER

ARCHITECT:



K B A Incorporated ARCHITECTS
P (513) 752-7800
F (513) 752-7833
29 High Street
Milford, Ohio 45150

LANDSCAPE DESIGNER:

DESIGNING LOCAL
LANDSCAPE ARCHITECTURE
1223 EAST MAIN ST., SUITE 311
COLUMBUS, OH 43205
Phone: 614-893-7178

PRESENT OWNERS:

LIBERTY WAY DEVELOPMENT, LLC
C/O GRIFFIN FLETCHER
AND HENDERSON, LLP
3500 RED BANK RD
CINCINNATI, OH 45227

LIBERTY WAY CINCY, LLC
9349 WATERSTONE BLVD
CINCINNATI, OH 45249

CIVIL ENGINEER:

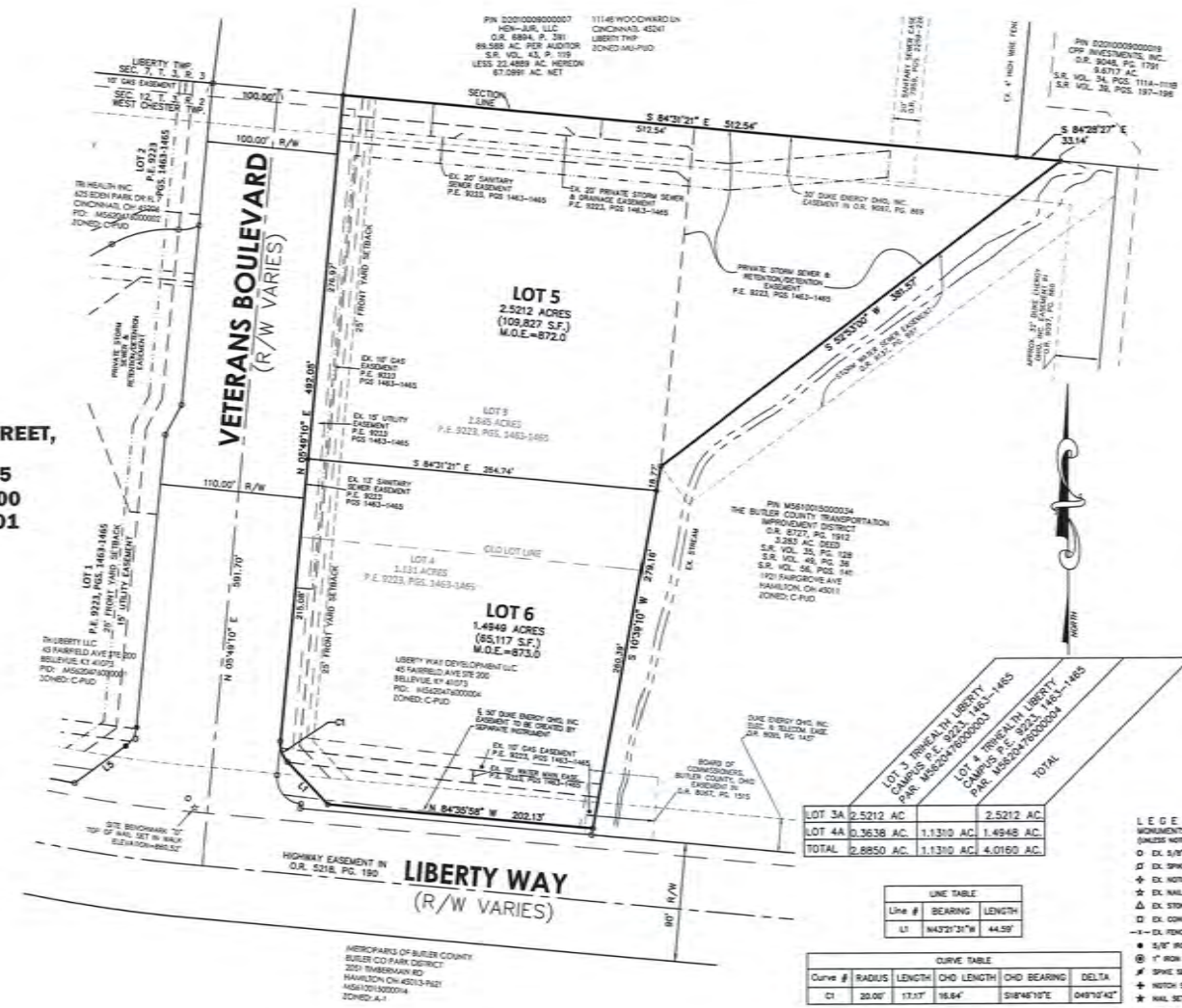


IBI GROUP
8101 NORTH HIGH STREET,
SUITE 100
COLUMBUS, OH 43235
Phone: (614) 818-4900
Fax: (614) 818-4901

SITE LIGHTING DESIGNER:

RED LEONARD & ASSOCIATES
1340 KEMPER MEADOW DR.
FOREST PARK, OH 45240

Phone: 513-574-9500



Lot #	Area (Ac)	Total Area (Ac)
LOT 3A	2.5212 AC	2.5212 AC
LOT 4A	0.3638 AC	
LOT 5	1.1310 AC	
TOTAL	2.8850 AC	4.0160 AC

Line #	Bearing	Length
L1	S47°21'31" W	44.59'

Curve #	Radius	Length	Chd Length	Chd Bearing	Delta
C1	20.00'	17.07'	18.64'	S18°48'10" E	049°10'42"

SHEET INDEX

- C-1 COVER SHEET
- C-2 EXISTING CONDITIONS
- C-3 PROPOSED PRELIMINARY PLAN
- C-5 LANDSCAPING PLAN
- C-6 SITE LIGHTING PLAN / PHOTOMETRICS
- U2 SITE TURNING MOVEMENT
- 2/2 SITE QUEUING
- A501 BUILDING ELEVATIONS
- A502 BUILDING ELEVATIONS

VICINITY MAP

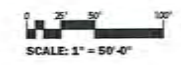


SITE DATA

PROPOSED BUILDING, 5,284 SF
TOTAL SITE AREA, 2.52 ACRES
ZONING, C-PUD
ADJACENT ZONING, C-PUD
EXISTING USE, VACANT
PROPOSED USE, CAR WASH
PROPOSED REGULAR PARKING, 6 SPACES
PROPOSED ACCESSIBLE PARKING, 1 SPACE
FRONT YARD SETBACK, 0 FT
REAR YARD SETBACK, 0 FT
SIDE YARD SETBACK, 0 FT
REQUIRED PARKING TO BE DETERMINED
DURING PRELIM REVIEW PER CODE 26.03
NO YARD SETBACKS AT THIS TIME
TIME SCHEDULE OF THE PROJECT
DEVELOPMENT.
BEGINNING CONSTRUCTION IN THE FALL
OF 2022 ENDING IN SPRING OF 2023

PROPOSED RE-PLAT

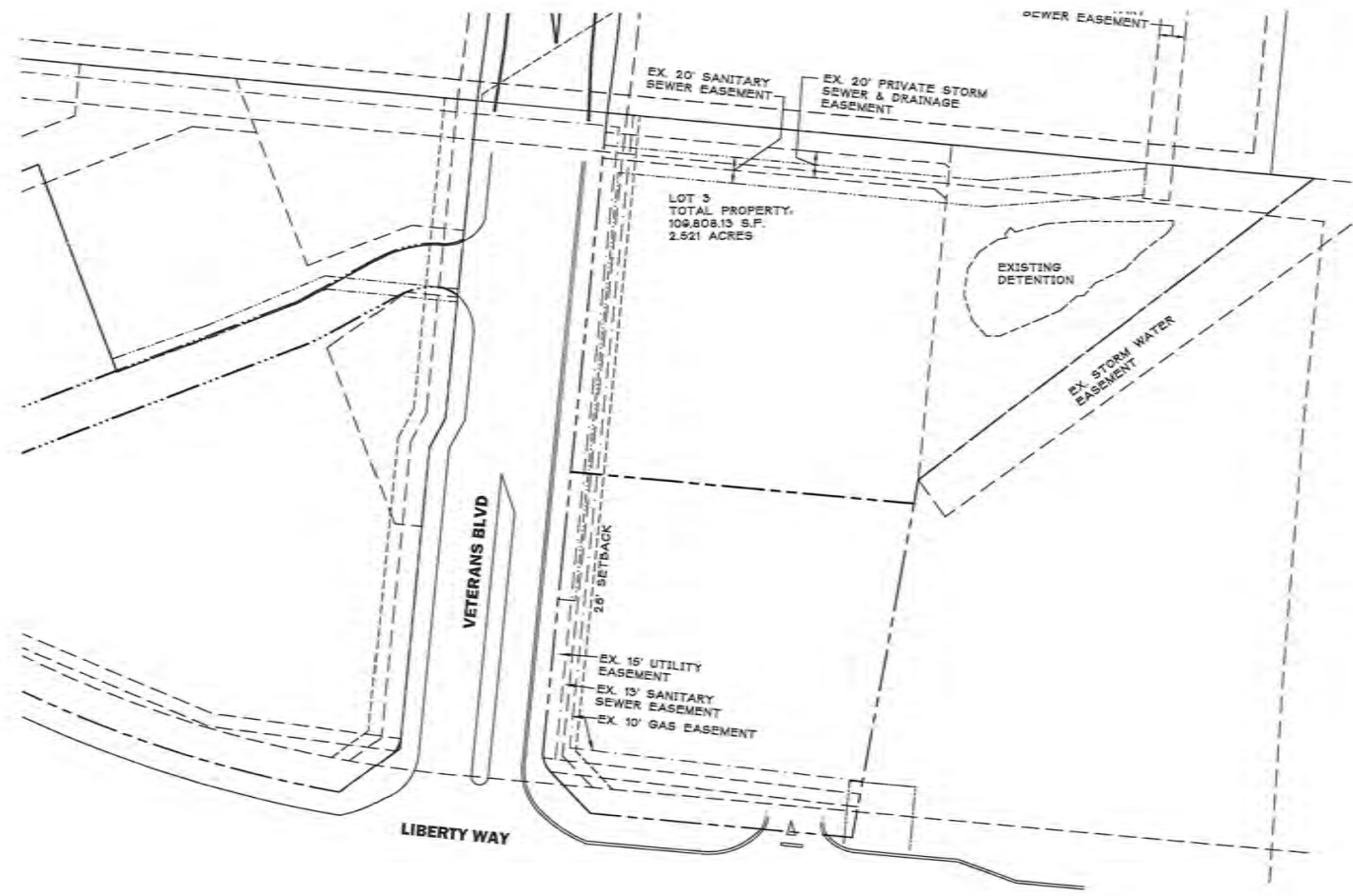
SCALE: 1" = 50'-0"
DISCLAIMER: THIS RE-PLAT PLAN HAS BEEN PROVIDED FOR REFERENCE ONLY. THE INFORMATION PROVIDED HAS BEEN DEVELOPED BY OTHERS. KBA INC DOES NOT WARRANT THE INFORMATION CONTAINED HEREON.



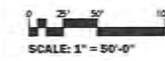
Proposed New Building:
MIKE'S CARWASH
VETERANS BLVD
WEST CHESTER, OHIO

REV. DATE CK'D
Drawn By: Checked:MODS
Date: 04/15/22 Job No: 22.509

C-1
of



EXISTING CONDITIONS
SCALE: 1" = 50'



SITE DATA:

PROPOSED BUILDING: 5,284 SF
 TOTAL SITE AREA: 2.52 ACRES
 ZONING: C-PUD
 ADJACENT ZONING: C-PUD
 EXISTING USE: VACANT
 PROPOSED USE: CAR WASH
 PROPOSED REGULAR PARKING: 6 SPACES
 PROPOSED ACCESSIBLE PARKING: 1 SPACE
 FRONT YARD SETBACK: 0 FT
 REAR YARD SETBACK: 0 FT
 SIDE YARD SETBACK: 0 FT
 REQUIRED PARKING TO BE DETERMINED DURING PRELIM REVIEW PER CODE 26.03
 NO YARD SETBACKS AT THIS TIME



29 High Street
 Miami, Ohio 45150
 513-752-7800
 513-752-7833

SHEET CONTENTS:
 EXISTING CONDITIONS

Proposed New Building:
MIKE'S CARWASH
 VETERANS BLVD
 WEST CHESTER, OHIO

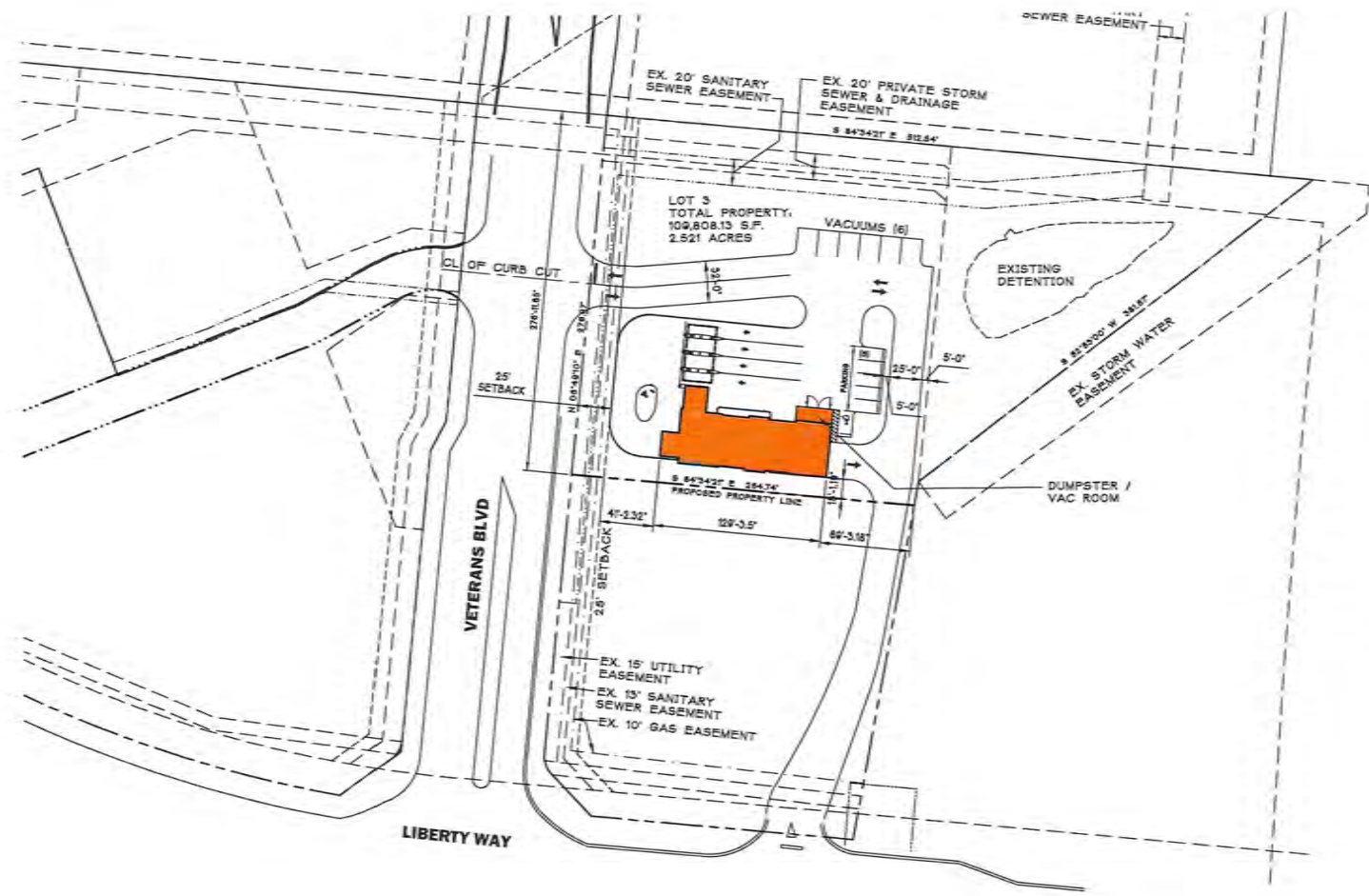
REV. DATE CK'D

Drawn By: Checked: MDS



Date: 04/15/22 Job No: 22.009

C-2



PRELIMINARY DEVELOPMENT PLAN
 SCALE: 1" = 50'

SITE DATA:
 PROPOSED BUILDING, 5,284 SF
 TOTAL SITE AREA, 2.52 ACRES
 ZONING, C-PUD
 ADJACENT ZONING, C-PUD
 EXISTING USE, VACANT
 PROPOSED USE, CAR WASH
 PROPOSED REGULAR PARKING, 6 SPACES
 PROPOSED ACCESSIBLE PARKING, 1 SPACE
 FRONT YARD SETBACK, 0 FT
 REAR YARD SETBACK, 0 FT
 SIDE YARD SETBACK, 0 FT

REQUIRED PARKING TO BE DETERMINED DURING PRELIM REVIEW PER CODE 26.03
 NO YARD SETBACKS AT THIS TIME

TIME SCHEDULE OF THE PROJECT DEVELOPMENT:
 BEGINNING CONSTRUCTION IN THE FALL OF 2022 ENDING IN SPRING OF 2023

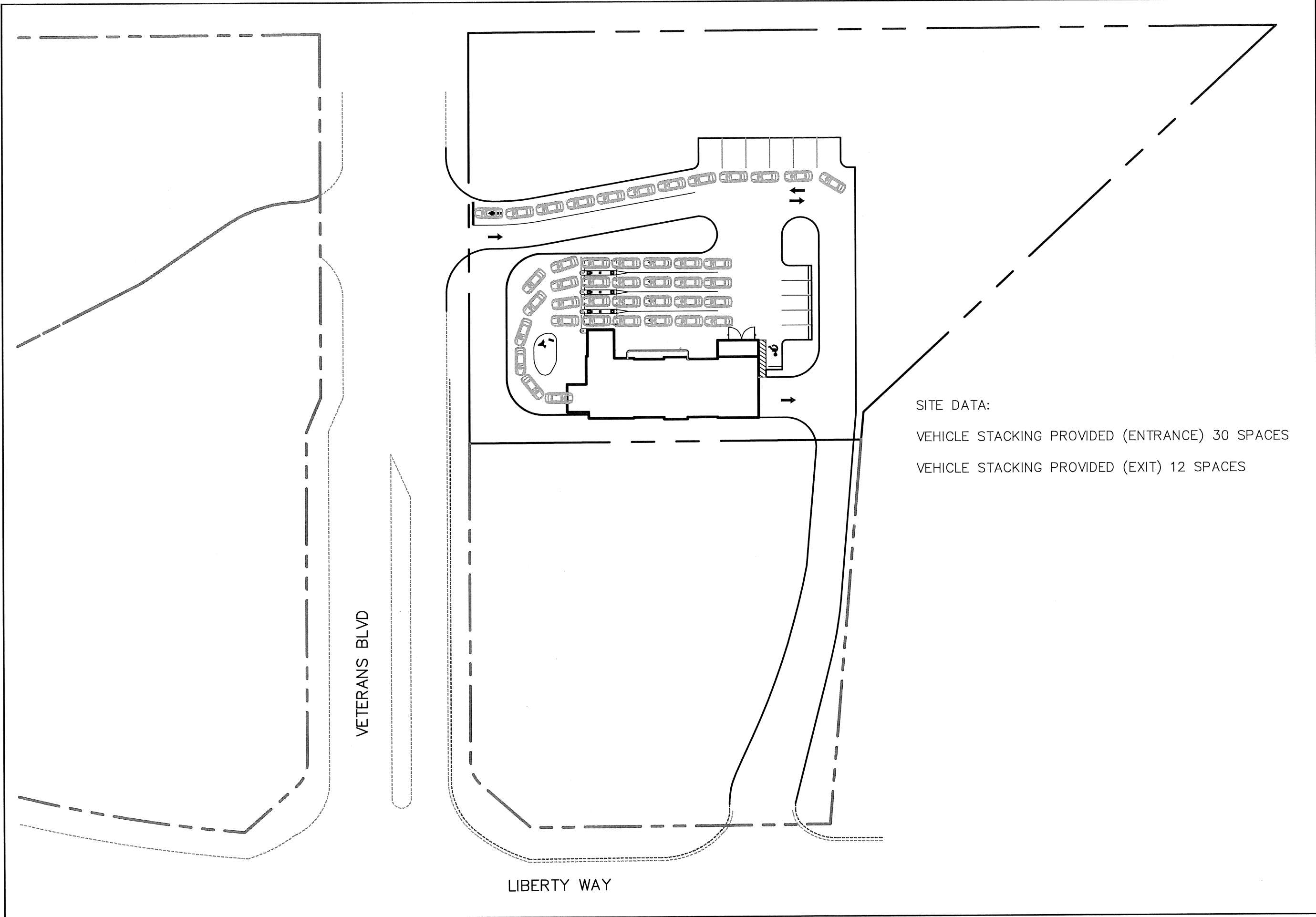
Proposed New Building:
MIKE'S CARWASH
 VETERANS BLVD
 WEST CHESTER, OHIO

REV. DATE CK'D

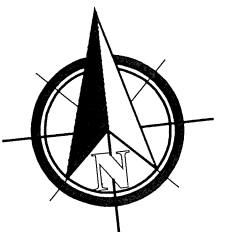
Drawn By: Checked: MDS



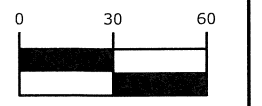
Date: 04/15/22 Job No: 22.009



SITE DATA:
 VEHICLE STACKING PROVIDED (ENTRANCE) 30 SPACES
 VEHICLE STACKING PROVIDED (EXIT) 12 SPACES



GRAPHIC SCALE



(IN FEET)
 1 inch = 60 ft.



IBI GROUP
 8101 North High Street
 Suite 100
 Columbus OH 43235
 tel 614-818-4900
 fax 614-818-4901
 Contact: Tom Newcomb Ext: 2040
 ibigroup.com

REVISION:

SUBMISSION:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

BUTLER COUNTY
 LIBERTY WAY
 CARWASH

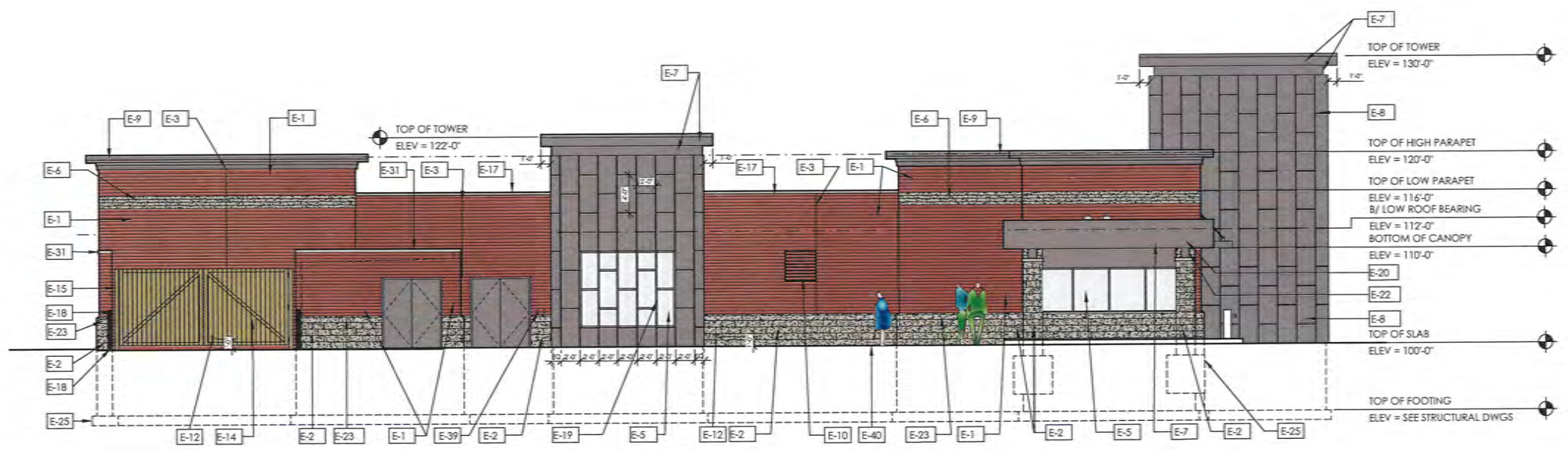
SHEET TITLE:

SITE QUEUING

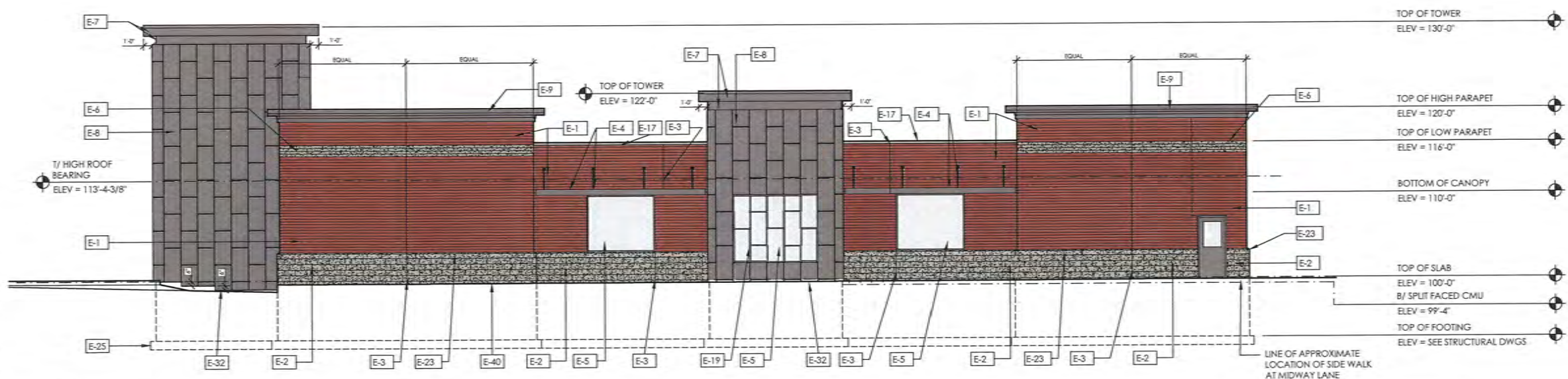
SHEET NO.: 2/2

ELEVATION KEY NOTES

- (NOTE: NOT ALL KEYNOTES APPLY TO THIS SHEET)
- E-1. LEE MARBLOC (4" H x 16" L) MANCHESTER SMOOTH (WITH BRIMMENT C3) TERRA COTTA MORTAR COLOR - NO SUBSTITUTIONS WILL BE ACCEPTED.
 - E-2. LEE MARBLOC (8" H x 16" L) LIGHT RANGE BUFF SPLIT FACE (WITH BRIMMENT S100 TAN MORTAR COLOR - NO SUBSTITUTIONS WILL BE ACCEPTED).
 - E-3. MASONRY CONTROL JOINT
 - E-4. ARCHITECTURAL PRE-FABRICATED ALUMINUM CANOPY - COLOR TO MATCH DR-DESIGN CHAMPAGNE DR-028. SEE CORRESPONDING DETAILS.
 - E-6. KAMNEER ENCORE STOREFRONT SYSTEM - FINISH #18 CHAMPAGNE
 - E-6. LEE MARBLOC (4" H x 16" L) LIGHT RANGE BUFF SPLIT FACE (WITH BRIMMENT S100 TAN MORTAR COLOR - NO SUBSTITUTIONS WILL BE ACCEPTED).
 - E-7. 200 ALUMINUM BREAK METAL OVER EXTERIOR GRADE POLYWOOD FINISH KYNAR 705 2-COAT. COLOR: DR-DESIGN CHAMPAGNE DR-028
 - E-8. DR-DESIGN ARCHITECTURAL ALUMINUM WALL PANEL - VERTICAL RUNNING BOND PATTERN, 2'0" x 4'0" TYPICAL PANEL. SEE FINISH KYNAR 705 2-COAT. COLOR: DR-DESIGN CHAMPAGNE DR-028
 - E-9. PREFORMED METAL CORNICE FASCIA/COPING. REFER TO DETAIL 21A05 - FINISH KYNAR 705 2-COAT. COLOR: DR-DESIGN CHAMPAGNE DR-028
 - E-10. 40" x 40" ALUMINUM DRAINABLE SLOPE/ROOF LOUVER, WITH INSECT SCREEN - FINISH KYNAR 705 2-COAT. COLOR: 180 AS SELECTED BY ARCHITECT BY MFR'S PREMIUM FULL RANGE OF COLORS. COLOR TO MATCH BRICK COLOR.
 - E-11. NOT USED.
 - E-12. ROOF OVERFLOW DRAIN W/ DECORATIVE OUTLET. SEE PLUMBING DWGS.
 - E-13. NOT USED.
 - E-14. GATE REFER TO DETAIL ON SHEET A701.
 - E-15. MIN. 4" GALVANIZED STEEL POST WITH 2'-0" DEEP POST SLEEVE SET IN 12" DIA. x 3'-4" DEEP CONCRETE FOUNDATION WITH GATE RINGS
 - E-16. DR-DESIGN ARCHITECTURAL ALUMINUM WALL PANEL - VERTICAL RUNNING BOND PATTERN, 2'0" x 4'0" TYPICAL PANEL. SEE FINISH KYNAR 705 2-COAT. COLOR: DR-DESIGN CHAMPAGNE DR-028
 - E-17. PREFORMED METAL CORNICE FASCIA/COPING. REFER TO DETAIL 21A05 - FINISH KYNAR 705 2-COAT. COLOR: DR-DESIGN CHAMPAGNE DR-028
 - E-18. 40" x 40" ALUMINUM DRAINABLE SLOPE/ROOF LOUVER, WITH INSECT SCREEN - FINISH KYNAR 705 2-COAT. COLOR: 180 AS SELECTED BY ARCHITECT BY MFR'S PREMIUM FULL RANGE OF COLORS. COLOR TO MATCH BRICK COLOR.
 - E-19. NOT USED.
 - E-20. ROOF OVERFLOW DRAIN W/ DECORATIVE OUTLET. SEE PLUMBING DWGS.
 - E-21. NOT USED.
 - E-22. TUBE STEEL COLUMN - FINISH TO MATCH CANOPY FASCIA, WITH INDUSTRIAL ENAMEL PAINT AND PRIMER
 - E-23. 8" H x 48" L STONE SILL/WATER TABLE. CUSTOM CAST STONE LIGHT BUFF (WITH BRIMMENT C-105 TYPE H MORTAR COLOR - NO SUBSTITUTIONS WILL BE ACCEPTED).
 - E-24. NOT USED.
 - E-25. GATE PROVIDED & INSTALLED BY OWNER. SEE ELECTRICAL DRAWINGS FOR CONNECTING CONDUIT INFORMATION.
 - E-26. PREFORMED METAL CORNICE FASCIA/COPING - FINISH KYNAR 705 2-COAT. COLOR: DR-DESIGN CHAMPAGNE DR-028
 - E-27. 6" CONCRETE FILLED STEEL ROLLARD WITH PLASTIC COVER. SEE 61A01.
 - E-28. STOREFRONT / CURTAINWALL MULLION TO ALIGN WITH DR-DESIGN PANEL JOINT IN SAME RUNNING BOND PATTERN (TYP.)
 - E-29. CASHIER CANOPY STRUCTURAL SUPPORT AND FASCIA, PROVIDED BY OTHERS. COORDINATE WITH OWNER. FINISH KYNAR 705 2-COAT. COLOR: DR-DESIGN CHAMPAGNE DR-028
 - E-30. NOT USED.
 - E-31. 12" H x 48" L CAST STONE PARAPET CAP / COPING. CUSTOM CAST STONE. LIGHT BUFF (WITH BRIMMENT C-105 TYPE H MORTAR COLOR - NO SUBSTITUTIONS WILL BE ACCEPTED).
 - E-32. METAL PANEL INSTALLER SHALL COORDINATE BOTTOM OF METAL PANELS W/ FINISHED GRADE.
 - E-33. NOT USED.
 - E-34. NOT USED.
 - E-35. CASHIER CANOPY CONCRETE FOUNDATION, DESIGNED BY CANOPY PROVIDER, INSTALLED BY G.C.
 - E-36. NOT USED.
 - E-37. NOT USED.
 - E-38. NOT USED.
 - E-39. KNOX BOX. SEE FLOOR PLAN.
 - E-40. PROVIDE SPLIT FACED CMU @ ALL SPLIT FACED CMU LOCATIONS TO ONE COURSE BELOW TUNNEL FINISHED FLOOR SLAB ELEVATION. PROVIDE EXPANSION MATERIAL AT PERIMETER OF SLAB. (TYPICAL).
 - E-41. NOT USED.



1 SOUTH
 3/16" = 1'-0"



2 NORTH
 3/16" = 1'-0"

04/15/22 PRELIMINARY PLOT

Proposed New Building:
MIKE'S CARWASH
 VETERANS BLVD
 WEST CHESTER, OHIO

REV. DATE CK'D

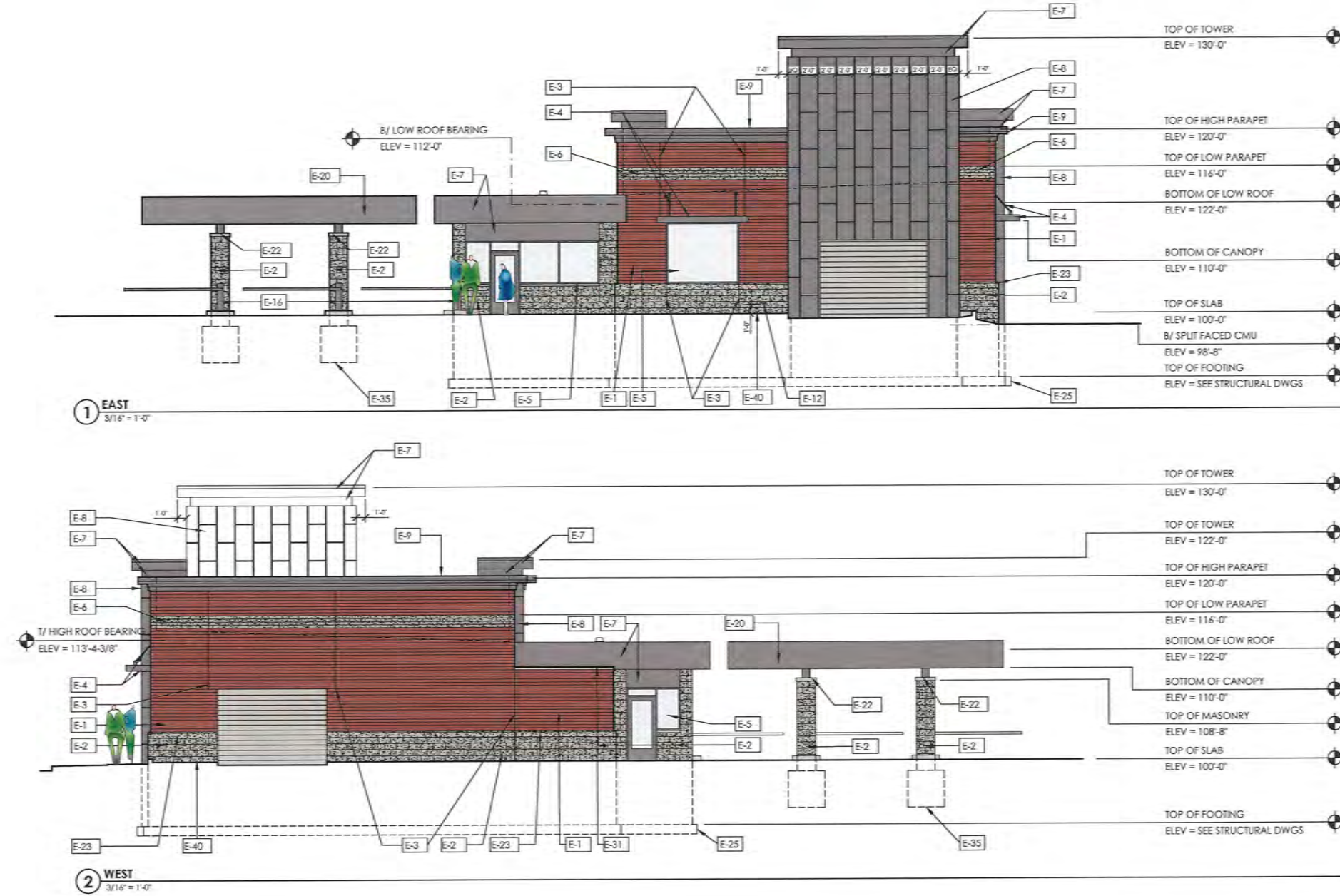
Drawn By: Checked:MDB



Date: 04/15/22 Job No: 22.009

A501

of



ELEVATION KEY NOTES

- (NOTE: NOT ALL KEYNOTES APPLY TO THIS SHEET)
- E-1. LEE MAASBRC (4" X 1 1/2") MANCHESTER SMOOTH (WITH BEAMTAC C-31 TERRAZZOTA MORTAR COLOR - NO SUBSTITUTIONS WILL BE ACCEPTED)
 - E-2. LEE MAASBRC (4" X 1 1/2") LIGHT RANGE BUFF SPLIT FACE (WITH BEAMTAC E100 TAN MORTAR COLOR - NO SUBSTITUTIONS WILL BE ACCEPTED)
 - E-3. MASONRY CONTROL JOINT
 - E-4. ARCHITECTURAL PRE-FABRICATED ALUMINUM CANOPY - COLOR TO MATCH DR-DESIGN CHAMPAGNE DR-028. SEE CORRESPONDING DETAILS.
 - E-5. KAMMEER ENCORE STOREFRONT SYSTEM - FINISH #18 CHAMPAGNE
 - E-6. LEE MAASBRC (4" X 1 1/2") LIGHT RANGE BUFF SPLIT FACE (WITH BEAMTAC E100 TAN MORTAR COLOR - NO SUBSTITUTIONS WILL BE ACCEPTED)
 - E-7. .050 ALUMINUM BREAK METAL OVER EXTERIOR GRADE PLYWOOD. FINISH: KYNAR 705 2-COAT. COLOR: DR-DESIGN CHAMPAGNE DR-028
 - E-8. DR-DESIGN ARCHITECTURAL ALUMINUM WALL PANEL - VERTICAL RUNNING BOND PATTERN. 2'-0" X 4'-0" TYPICAL PANEL. SEE FINISH KYNAR 705 2-COAT. COLOR: DR-DESIGN CHAMPAGNE DR-028
 - E-9. PERFORMED METAL CORNICE FASCIA/COPING. REFER TO DETAIL 2/18/21. FINISH: KYNAR 705 2-COAT. COLOR: DR-DESIGN CHAMPAGNE DR-028
 - E-10. 40" X 40" ALUMINUM DRAINABLE SIGHTPROOF LOUVER WITH INSECT SCREEN - FINISH: KYNAR 705 2-COAT. COLOR: TBD AS SELECTED BY ARCHITECT BY MBE'S PREMIUM PALETTE RANGE OF COLORS. COLOR TO MATCH BRICK COLOR.
 - E-11. NOT USED.
 - E-12. ROOF OVERFLOW DRAIN W/ DECORATIVE OUTLET. SEE PLUMBING DWGS.
 - E-13. NOT USED.
 - E-14. GATE. REFER TO DETAIL ON SHEET A7/1.
 - E-15. MIN. 4" GALVANIZED STEEL POST WITH 2'-0" DEEP POST SLEEVE SET IN 12" DIA. X 3'-4" DEEP CONCRETE FOUNDATION WITH GATE HINGES
 - E-16. GATE PROVIDED & INSTALLED BY OWNER. SEE ELECTRICAL DRAWINGS FOR CONNECTING CONDUIT INFORMATION.
 - E-17. PERFORMED METAL COPING - FINISH: KYNAR 705 2-COAT. COLOR: DR-DESIGN CHAMPAGNE DR-028
 - E-18. 6" CONCRETE FILLED STEEL BOLLARD WITH PLASTIC COVER. SEE SIA/ST.
 - E-19. STOREFRONT / CURTAIN WALL MULLION TO ALIGN WITH DR-DESIGN PANEL JOINT IN SAME RUNNING BOND PATTERN (R/P.)
 - E-20. CASHIER CANOPY STRUCTURAL SUPPORT AND FASCIA. PROVIDED BY OTHERS. COORDINATE WITH OTHERS. FINISH: KYNAR 705 2-COAT. COLOR: DR-DESIGN CHAMPAGNE DR-028
 - E-21. NOT USED.
 - E-22. TUBE STEEL COLUMN - FINISH TO MATCH CANOPY FASCIA WITH INDUSTRIAL ENAMEL PAINT AND PRIMER
 - E-23. (8" X 4" X 1/2") STONE SILLWATER TABLE. CUSTOM CAST STONE. LIGHT BUFF (WITH BEAMTAC C-105 TYPE A MORTAR COLOR - NO SUBSTITUTIONS WILL BE ACCEPTED)
 - E-24. NOT USED.
 - E-25. CONC. FOUNDATION. SEE STRUCTURAL DWGS.
 - E-26. DELETED
 - E-27. NOT USED.
 - E-28. NOT USED.
 - E-29. NOT USED.
 - E-30. NOT USED.
 - E-31. (4" X 4" X 1/2") CAST STONE PARAPET CAP / COPING. CUSTOM CAST STONE. LIGHT BUFF (WITH BEAMTAC C-105 TYPE A MORTAR COLOR - NO SUBSTITUTIONS WILL BE ACCEPTED)
 - E-32. METAL PANEL INSTALLER SHALL COORDINATE BOTTOM OF METAL PANELS W/ FINISHED GRADE.
 - E-33. NOT USED.
 - E-34. NOT USED.
 - E-35. CASHIER CANOPY CONCRETE FOUNDATION. DESIGNED BY CANOPY PROVIDER. INSTALLED BY G.C.
 - E-36. NOT USED.
 - E-37. NOT USED.
 - E-38. NOT USED.
 - E-39. KNOX BOX. SEE FLOOR PLAN.
 - E-40. PROVIDE SPLIT FACED CMU @ ALL SPLIT FACED CMU LOCATIONS TO ONE COURSE BELOW FINISH FLOOR SLAB ELEVATION. PROVIDE EXPANSION MATERIAL AT PERIMETER OF SLAB. (TYPICAL)
 - E-41. NOT USED.

K|B|A
K & A INCORPORATED
ARCHITECTS
P (513) 752-7800
F (513) 752-7833
29 High Street
Millsboro, Ohio 45150
www.kba.com
978-822-8149 (fax)
SHEET CONTENTS:

EXTERIOR ELEVATIONS

Proposed New Building:
MIKE'S CARWASH
VETERANS BLVD
WEST CHESTER, OHIO

REV. DATE CK'D

Drawn By: Checked: MDS



Date: 04/15/22 Job No: 22.009

A502

of



- PLANTING LEGEND**
- SEEDED LAWN AREA
 - DECORATIVE GRAVEL, "ROCK MULCH"
 - PROPOSED 6' PRIVACY FENCE, BASIS OF DESIGN, TREE SECLUSION, COLOR TBD BY OWNER.
 - PLANTING BED EDGE
 - PROPOSED EVERGREEN TREE, SIZE AND SPECIES VARY, SEE PLANT SCHEDULE
 - PROPOSED DECIDUOUS TREE, SIZE AND SPECIES VARY, SEE PLANT SCHEDULE
 - PROPOSED DECIDUOUS SHRUBS, SIZE AND SPECIES VARY, SEE PLANT SCHEDULE
 - PROPOSED EVERGREEN SHRUBS, SIZE AND SPECIES VARY, SEE PLANT SCHEDULE
 - PROPOSED ORNAMENTAL GRASSES, SIZE AND SPECIES VARY, SEE PLANT SCHEDULE
 - PROPOSED PERENNIALS, SIZE AND SPECIES VARY, SEE PLANT SCHEDULE
- NOTE:** PROPOSED TREE LOCATIONS SHALL BE FIELD VERIFIED WITH OWNER'S REPRESENTATIVE BEFORE PLANTING.
- CODED NOTES**
- CLEAR SPACE FOR STORM OUTLET AND MAINTENANCE ACCESS
 - PROPOSED VACUUM AREA
 - PROPOSED CAR WASH BUILDING
 - PROPOSED MONUMENT SIGN

KIB|A
KIB|A INCORPORATED ARCHITECTS
P (513) 752-7800
F (513) 752-7633
28 High Street
Middletown, Ohio 45150
www.kiba-inc.com
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SHEET CONTENTS:

PLANTING PLAN & PLANT LIST

DESIGNING LOCAL
LANDSCAPE ARCHITECTURE
1223 EAST MAIN ST., SUITE 311
COLUMBUS, OH 43205
614.693.7178

PLANT KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	SPACING
DECIDUOUS TREES						
AC FRAB	4	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple	2.5"	B&B	AS SHOWN
CE CAFP	1	Cercis canadensis 'Forest Pansy'	Forest Pansy Redbud	2"	B&B	AS SHOWN
GL TR SK	3	Gleditsia triacanthos v. inermis 'Skycole'	Skyline Honeylocust	2.5	B&B	AS SHOWN
GY DI ES	1	Gymnocladus dioica 'Espresso'	Espresso Kentucky Coffeetree	2"	B&B	AS SHOWN
NY SY WF	1	Nyssa sylvatica 'Wildfire'	Wildfire Black Tupelo	2"	B&B	AS SHOWN
QUIMXX	1	Quercus imbricaria	Shingle Oak	2"	B&B	AS SHOWN
EVERGREEN TREES						
PIABXX	4	Picea abies	Norway Spruce	10' ht.	B&B	AS SHOWN
PI SF XX	2	Pinus strobliformis	Border Pine	7'-0"	B&B	AS SHOWN
SHRUBS						
IL CR GL	18	Ilex crenata 'Green Lustre'	Green Lustre Holly	24"	B&B	3.5' OC
RHAR GR	9	Rhus aromatica 'Gro-Low'	Gro-Low Fragrant Sumac	24"	No.3	5.5' OC
SP BU AW	11	Spiraea bumalda 'Anthony Waterer'	Anthony Waterer Spiraea	18"	No.3	AS SHOWN
JU CHIC	12	Juniperus chinensis 'Kallay's Compact'	Kallay's Compact Pfitzer	30"	B&B	4.5' OC
JU PF SG	54	Juniperus pfitzeriana 'Sea Green'	Sea Green Juniper	30"	B&B	5' OC
JU VI GO	9	Juniperus virginiana 'Grey Owl'	Grey Owl Juniper	30"	B&B	5' OC
TAMEEV	12	Taxus x media 'Everlow'	Everlow Taxus	18"	No.5	5' OC
THPLGG	17	Thuja plicata 'Green Giant'	Green Giant Arborvitae	7'-0"	B&B	8'-0" oc
THPLXX	16	Thuja plicata	Giant Arborvitae	7'-0"	B&B	25' x 7'
KORRR	4	Knock Out Rose 'RADrazz' P.P. 11836	Knock Out Rose	18"	No.3	AS SHOWN
PERENNIALS						
HE XX HR	86	Hemerocallis 'Happy Returns'	Happy Returns Daylily	Clump	No.2	18" OC
GRASSES						
CA AC KF	7	Calamagrostis x scutiflora 'Karl Foerster'	Karl Foerster Reed Grass	Clump	No. 2	AS SHOWN
MISJGR	6	Miscanthus sinensis 'Gracillima'	Maiden Grass	Clump/Full	No. 5	EQUAL
PEALXX	52	Pennisetum alopecuroides	Fountain Grass	Clump	No. 2	3'-0 OC

Proposed New Building:

MIKE'S CARWASH

VETERANS BLVD WEST CHESTER, OHIO

REV. DATE: CK'D

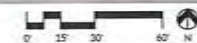
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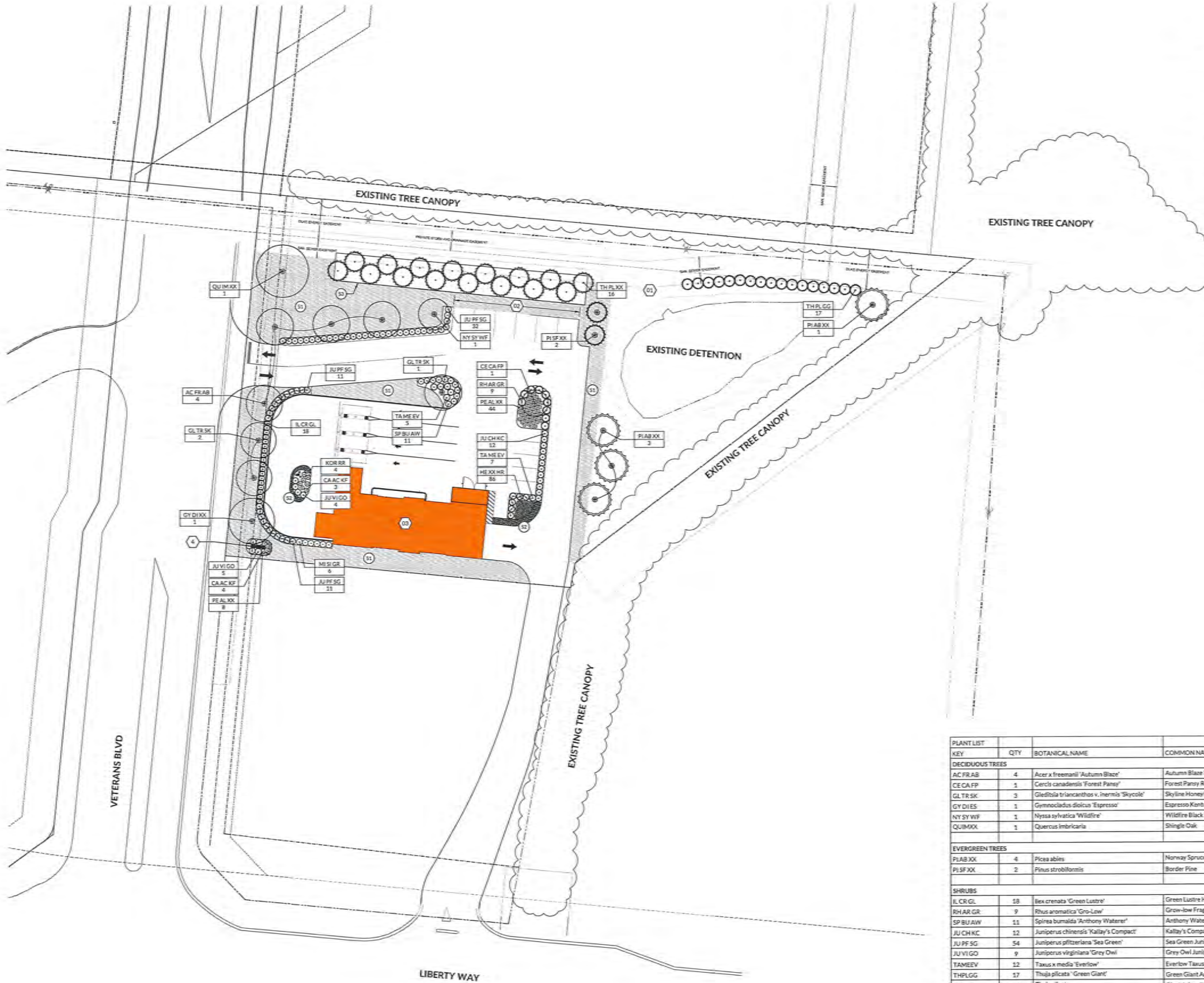
Date: 04/15/22 Job No: 22.009

C-5
of:

04/15/22 PRELIMINARY PLOT

01 LANDSCAPE PLAN SCALE: 1" = 30'-0" 22308-MIKES CAR WASH-WEST CHESTER-L100-PLANTING PLAN.DWG





- PLANTING LEGEND**
- SEED LAWN AREA
 - DECORATIVE GRAVEL, "ROCK MULCH"
 - PROPOSED 8'-0" PRIVACY FENCE, BASIS OF DESIGN, 1" X 6" SECLUSION, COLOR TBD BY OWNER.
 - PLANTING BED EDGE
 - PROPOSED EVERGREEN TREE, SIZE AND SPECIES VARY, SEE PLANT SCHEDULE
 - PROPOSED DECIDUOUS TREE, SIZE AND SPECIES VARY, SEE PLANT SCHEDULE
 - PROPOSED DECIDUOUS SHRUBS, SIZE AND SPECIES VARY, SEE PLANT SCHEDULE
 - PROPOSED EVERGREEN SHRUBS, SIZE AND SPECIES VARY, SEE PLANT SCHEDULE
 - PROPOSED ORNAMENTAL GRASSES, SIZE AND SPECIES VARY, SEE PLANT SCHEDULE
 - PROPOSED PERENNIALS, SIZE AND SPECIES VARY, SEE PLANT SCHEDULE

- NOTE:** PROPOSED TREE LOCATIONS SHALL BE FIELD VERIFIED WITH OWNER'S REPRESENTATIVE BEFORE PLANTING.
- CODED NOTES**
- CLEAR SPACE FOR STORM OUTLET AND MAINTENANCE ACCESS
 - PROPOSED VACUUM AREA
 - PROPOSED CAR WASH BUILDING
 - PROPOSED MONUMENT SIGN

K|B|A
 K B A INCORPORATED
 ARCHITECTS
 P (513) 752-7800
 F (513) 752-7833
 29 High Street
 Milford, Ohio 43130
 www.kba.com
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SHEET CONTENTS:

PLANTING PLAN & PLANT LIST

DESIGNING LOCAL
 LANDSCAPE ARCHITECTURE

1223 EAST MAIN ST., SUITE 311
 COLUMBUS, OH 43205
 614.893.7178

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	SPACING
DECIDUOUS TREES						
AC FRAB	4	Acer x freemanii 'Autumn Blaze'	Autumn Blaze Maple	25"	B&B	AS SHOWN
CE CA FP	1	Cercis canadensis 'Forest Pansy'	Forest Pansy Redbud	2"	B&B	AS SHOWN
GL TR SK	3	Gleditsia triacanthos v. inermis 'Skycole'	Skyline Honeylocust	2.5	B&B	AS SHOWN
GY DI ES	1	Gymnocladus dioica 'Espresso'	Espresso Kentucky Coffeetree	2"	B&B	AS SHOWN
NY SY WF	1	Nyssa sylvatica 'Wildfire'	Wildfire Black Tupelo	2"	B&B	AS SHOWN
QU IM XX	1	Quercus imbricaria	Shingle Oak	2"	B&B	AS SHOWN
EVERGREEN TREES						
PI AB XX	4	Picea abies	Norway Spruce	10' Ht.	B&B	AS SHOWN
PL SF XX	2	Pinus strobliformis	Border Pine	7'-0"	B&B	AS SHOWN
SHRUBS						
IL CR GL	18	Ilex crenata 'Green Lustre'	Green Lustre Holly	24"	B&B	3.5' OC
RH AR GR	9	Rhus aromatica 'Glo-Low'	Glow-low Fragrant Sumac	24"	No.3	5.5' OC
SP BU AW	11	Spiraea bumalda 'Anthony Waterer'	Anthony Waterer Spirea	18"	No.3	AS SHOWN
JU CH NC	12	Juniperus chinensis 'Kaliya's Compact'	Kaliya's Compact Pfitzer	30"	B&B	4.5' OC
JU PF SG	54	Juniperus pfitzeriana 'Sea Green'	Sea Green Juniper	30"	B&B	5' OC
JU VI GO	9	Juniperus virginiana 'Grey Owl'	Grey Owl Juniper	30"	B&B	5' OC
TAM E EV	12	Taxus x media 'Everflow'	Everlow Taxus	18"	No.5	5' OC
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MI SI GR	6	Miscanthus sinensis 'Gracillima'	Maiden Grass	Clump/Fill	No.5	EQUAL
PE AL XX	52	Pennisetum alopecuroides	Fountain Grass	Clump	No.2	3'-0" OC

Proposed New Building:

MIKE'S CARWASH

VETERANS BLVD
 WEST CHESTER, OHIO

REV. DATE: 04/15/22

Drawn By: Checked: JDB

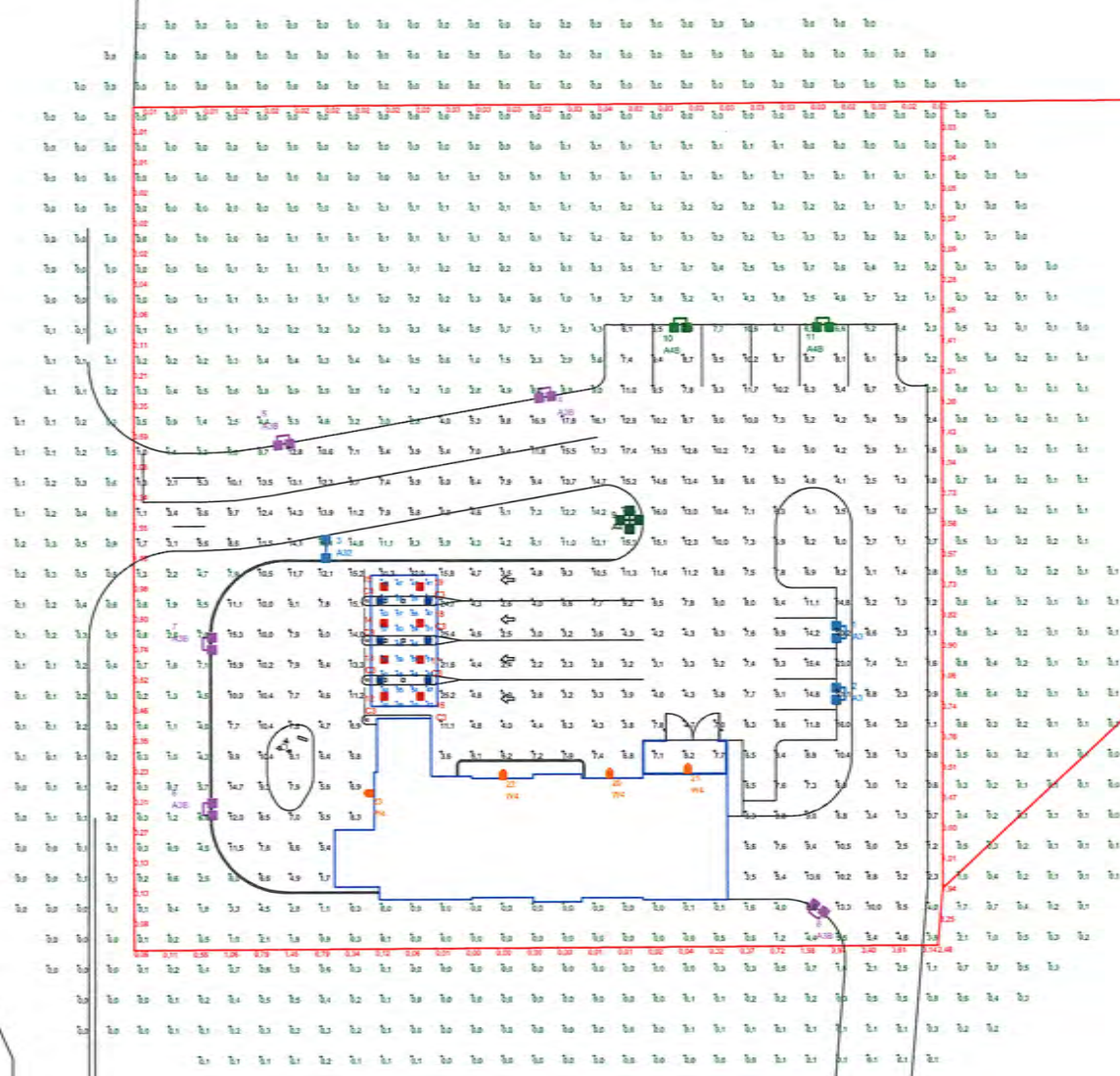
Date: 04/15/22 Job No: 22.009

C-5

of:

04/15/22 PRELIMINARY PLOT





THIS SITE IS LOCATED IN A REGION WHERE LIGHTING IS REGULATED BY LOCAL ORDINANCES

NOTE:
- ALL AREA LIGHTS ON NEW 20 FT. POLES MOUNTED AT GRADE

LUMINAIRE LOCATION SUMMARY		
LUM. NO.	LABEL	MTG. HT.
1	A3	20
2	A3	20
3	A32	20
4	A3B	20
5	A3B	20
6	A3B	20
7	A3B	20
8	A3B	20
9	A4	20
10	A4B	20
11	A4B	20
12	C3	10
13	C3	10
14	C3	10
15	C3	10
16	C3	10
17	C3	10
18	C3	10
19	C3	10
20	W4	14
21	W4	14
22	W4	14
23	W4	14

FOOTCANDLE LEVELS CALCULATED AT GRADE USING INITIAL LUMEN VALUES					
LABEL	AVG	MAX	MIN	AVG/MIN	MAX/MIN
CANOPY	51.62	60	40	1.29	1.50
PAVED AREA	7.74	32.0	0.6	12.90	53.33
PROPERTY LINE	0.55	3.97	0.00	N.A.	N.A.
UNDEFINED	0.76	16.3	0.0	N.A.	N.A.

LUMINAIRE SCHEDULE										
SYMBOL	QTY	LABEL	ARRANGEMENT	LUMENS	LLF	BUG RATING	WATTS/LUMINAIRE	TOTAL WATTS	MANUFACTURER	CATALOG LOGIC
	2	A3	Twin	13375	1.030	B2-U0-G2	85	340	Cree Lighting	OSQ-ML-B-AA-XX + OSQM-B-16L-57K7-3M-UL-NM-XX-Q5
	1	A32	Back-Back	13375	1.030	B2-U0-G2	85	170	Cree Lighting	OSQ-ML-B-AA-XX + OSQM-B-16L-57K7-3M-UL-NM-XX-Q5
	5	A3B	Twin	10549	1.030	B1-U0-G2	85	850	Cree Inc	OSQ-ML-AA-XX + OSQM-B-16L-57K7-3M-UL-NM-XX-Q5 + OSQ-BLSMF
	1	A4	4 @ 90 Degrees	13374	1.030	B3-U0-G2	85	340	Cree Inc	OSQ-ML-B-AA-XX + OSQM-B-16L-57K7-4M-UL-NM-XX-Q5
	2	A4B	Twin	10249	1.030	B2-U0-G2	85	340	Cree Inc	OSQ-ML-B-AA-XX + OSQM-B-16L-57K7-4M-UL-NM-XX-Q5 + OSQ-BLSMF
	8	C3	SINGLE	8475	1.030	B3-U0-G1	53	424	Cree Lighting	CPY250-C-8L-57K7-F-UL-DM-XX
	4	W4	SINGLE	7593	1.030	B2-U0-G2	92	368	CREE, INC.	SEC-EDG-4M-WM-04-E-UL-XX-700-57K

REV.	BY	DATE	DESCRIPTION
R1	JSG	4/15/22	REVISE BASED ON COMMENTS RECEIVED

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SCALE: 1" = 30'
DWG SIZE: 0

LAYOUT BY: JSG
DATE: 4/15/22
PROJECT NAME: MIKE'S CARWASH LIBERTY TWP, OH
DRAWING NUMBER: RL-8034-S1-R1





***Veterans Blvd.
West Chester, OH***

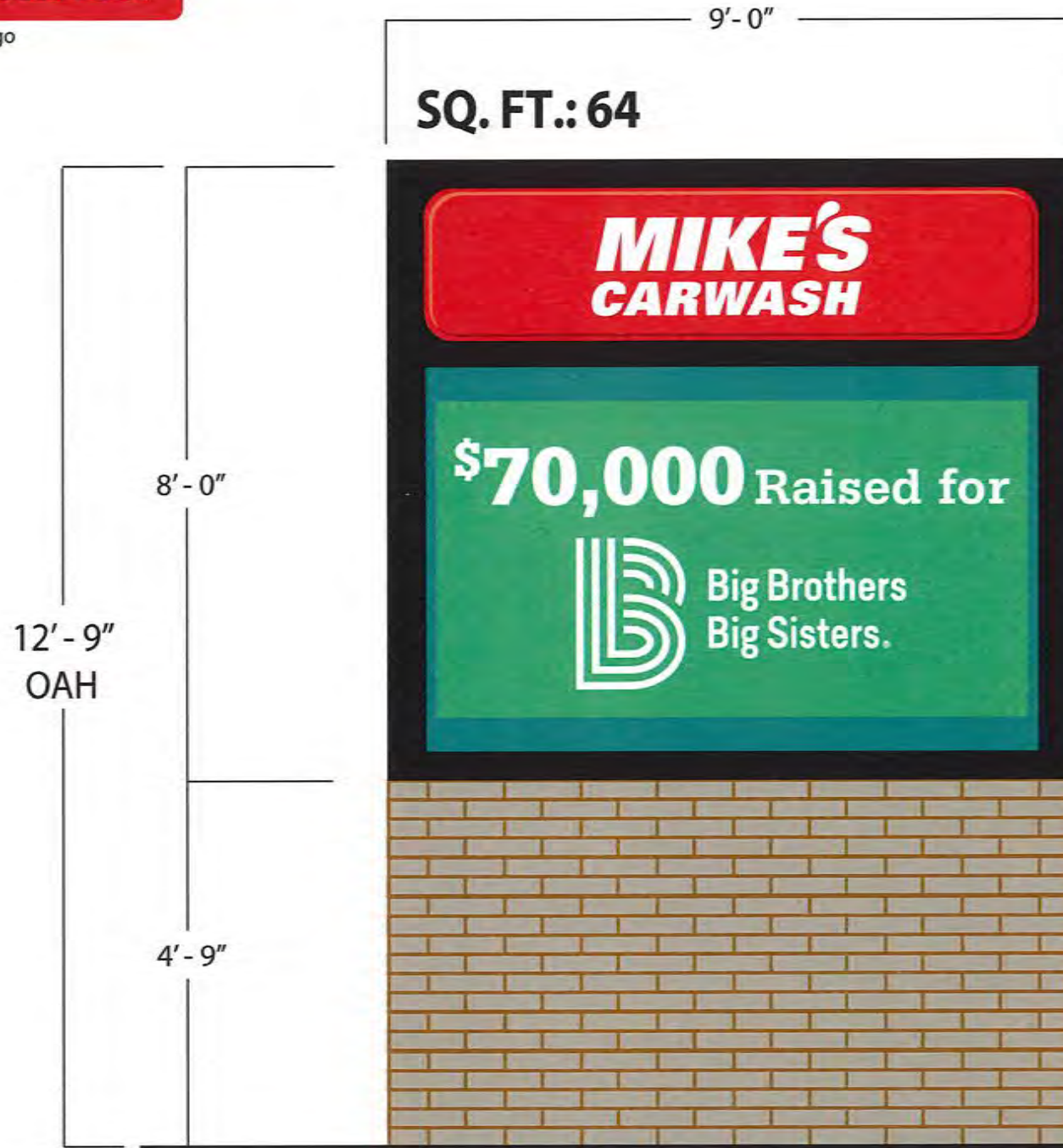


5-2015 Logo

Main ID - Monument Sign

SIGN - A

Veterans Blvd.
West Chester, OH



LOGO-EMC Pylon Sign 8'-0" x 9'-0" @ 12'-9" OAH Box Frame Cabinet

~2'-3" x 8'-3" Logo Sign - 19 sq ft
Mikes Car Wash is White (Embossed) on a
PMS 186 Red Pan Formed Polycarbonate bkg.
Radius Corners - Black Retainer

EMC Sign - 10MM - Full Color
5'-5" x 8'-3" EMC Size
View Area - 45 sq ft
Black Retainer & Filler where needed

Brick Base

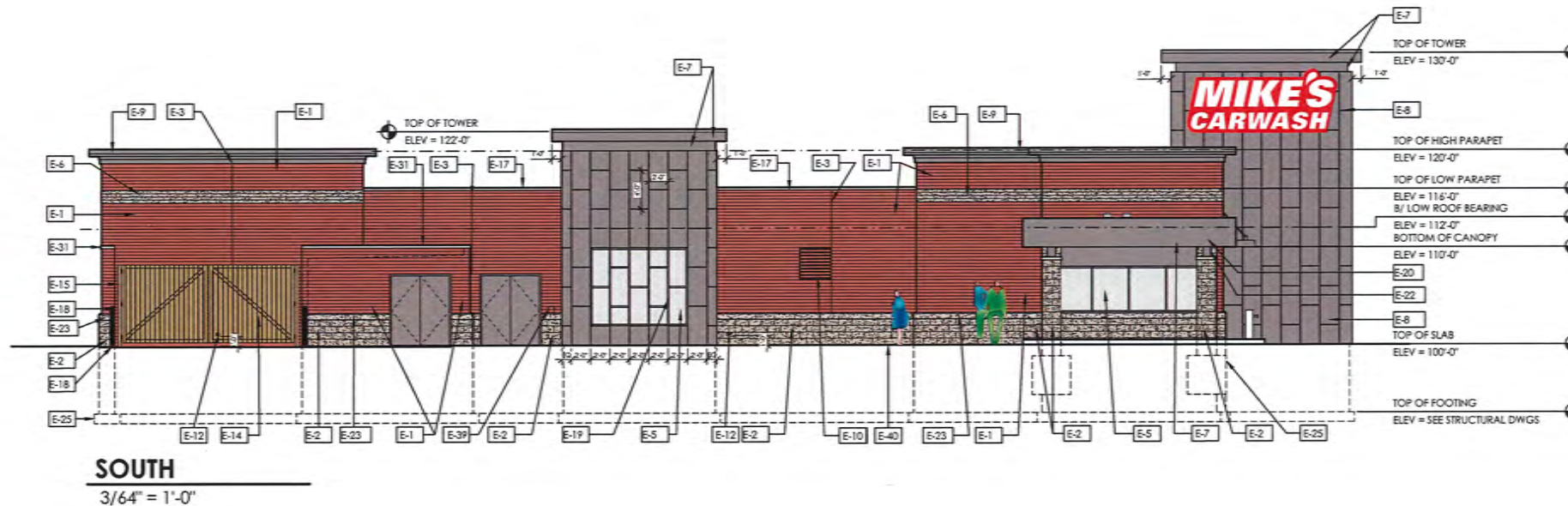
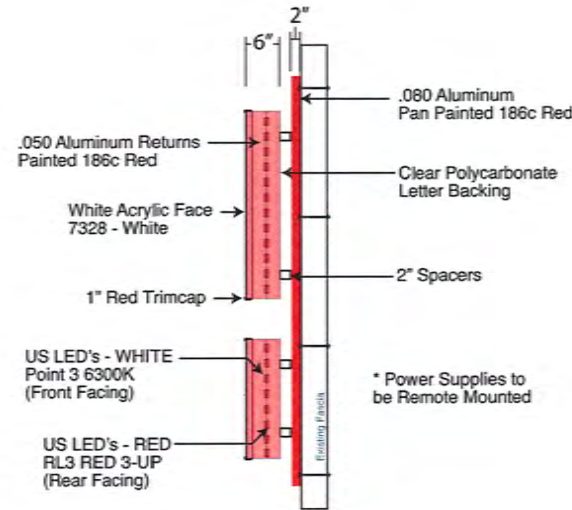
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5-2015 Logo

South Elevation - 6'-7" x 15'-6" Wall Sign

SIGN - B
Veterans Blvd.
West Chester, OH



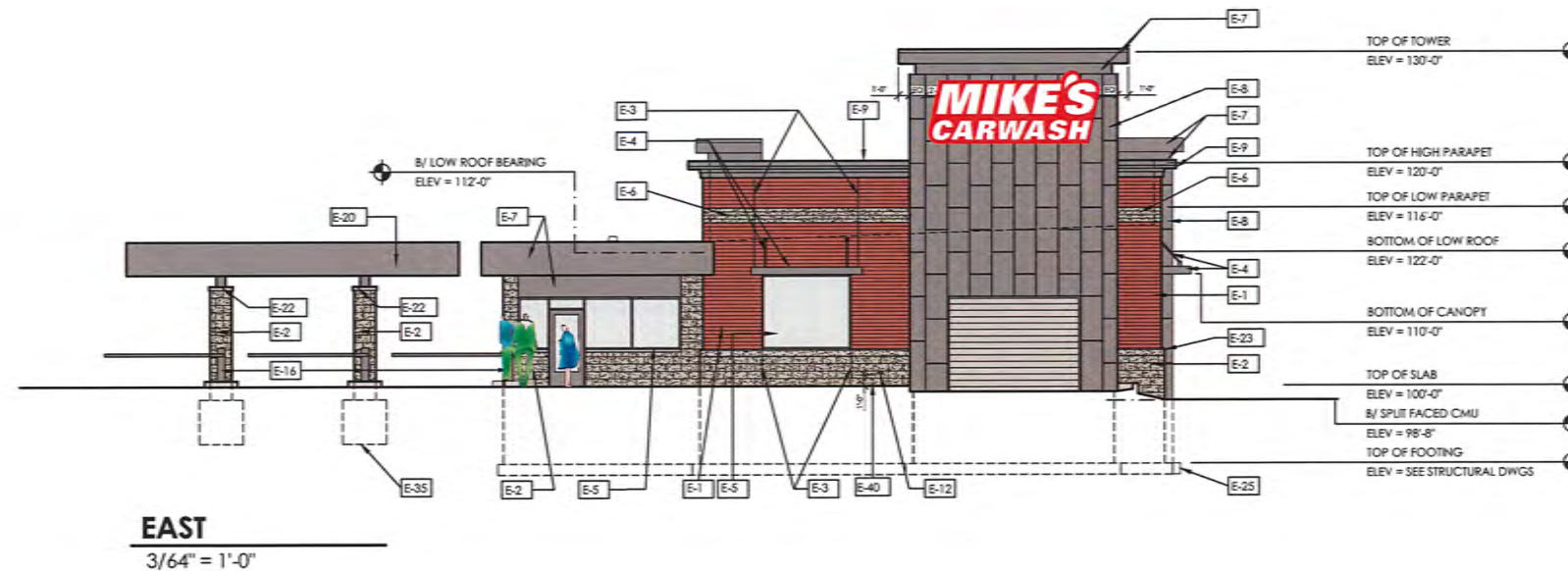
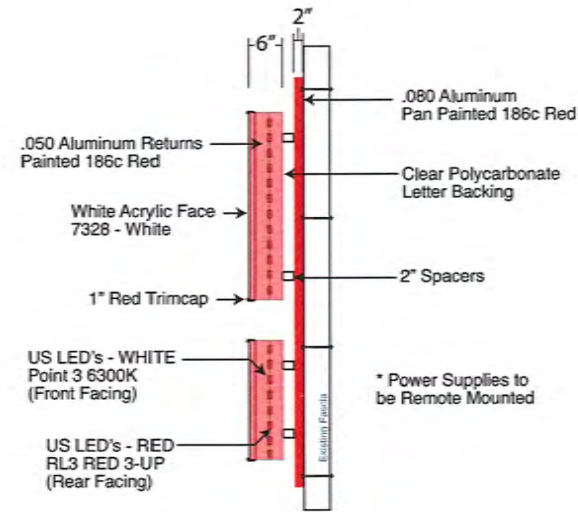
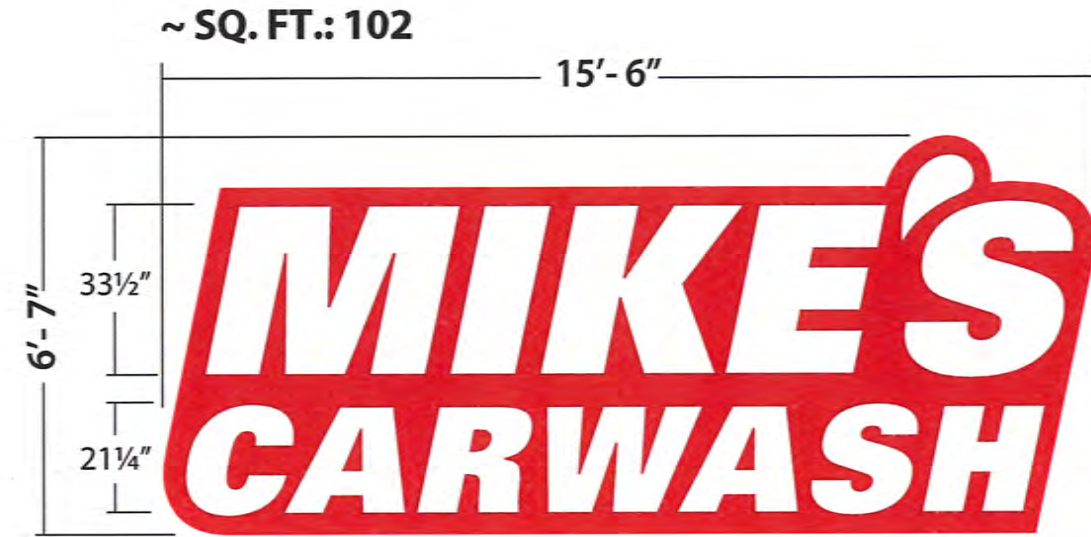
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5-2015 Logo

East Elevation - 6'-7" x 15'-6" Wall Sign

SIGN - C
Veterans Blvd.
West Chester, OH



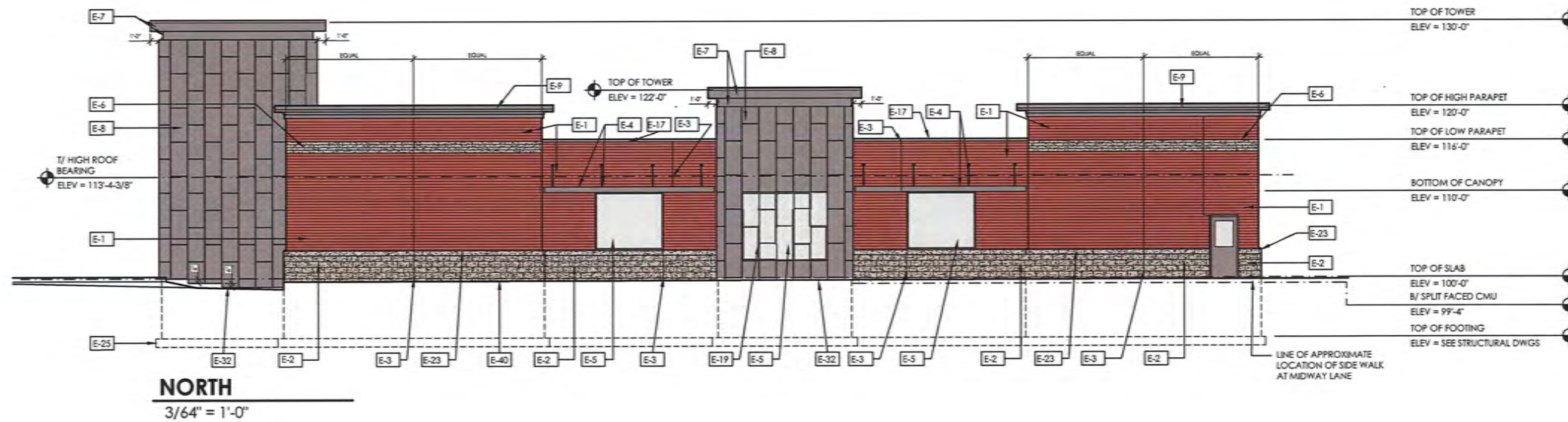
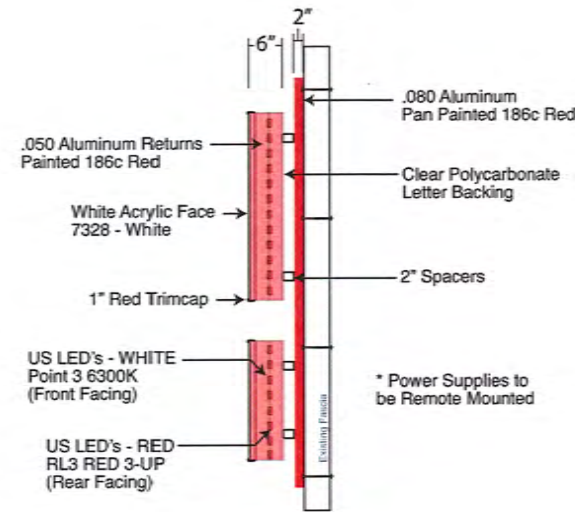
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5-2015 Logo

North Elevation - 6'-7" x 15'-6" Wall Sign

SIGN - D
Veterans Blvd.
West Chester, OH



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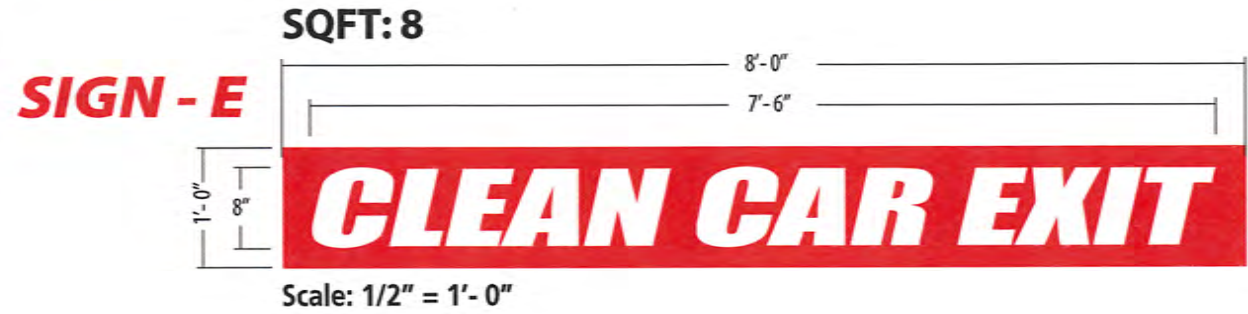


5-2015 Logo

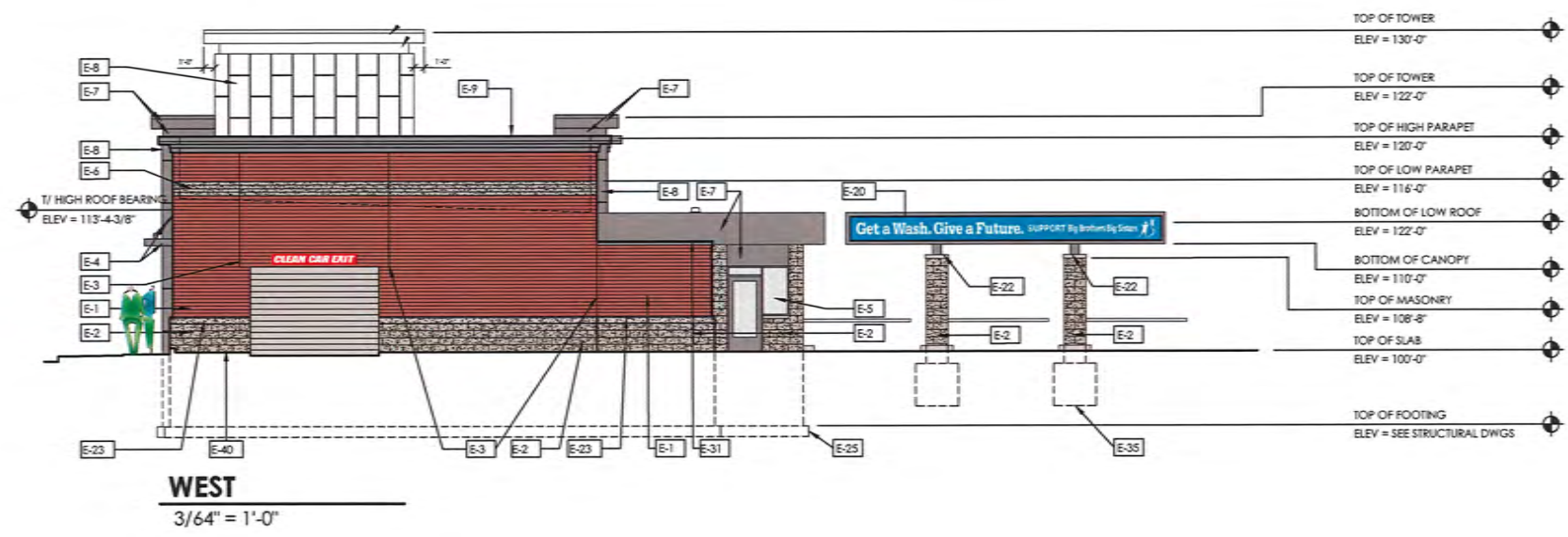
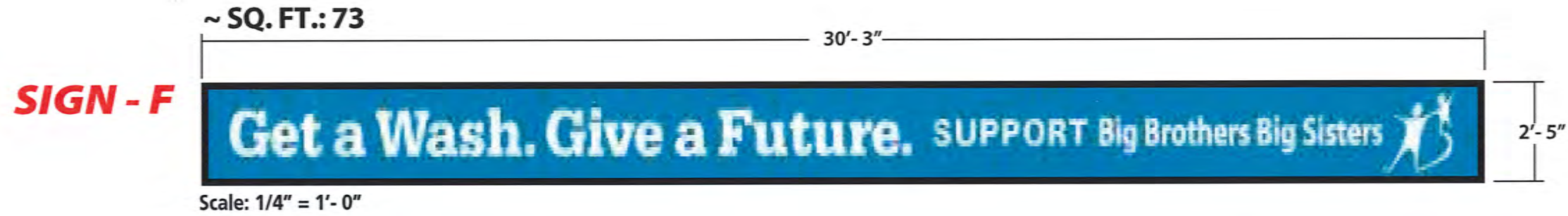
West Elevation - 1'-0" x 8'-0" Non-Illuminated Informational Safety Sign
2'-5" x 30'-3" EMC - Electronic Informational Sign

SIGNS - E & F

Veterans Blvd.
West Chester, OH



- Top and Bottom Angle Mount w/ Hex bolts
- White 3/8" Acrylic face
- 4mm ACM Backer 1" deep
- Top and Bottom Angle Mount
- 3/8" White Acrylic Letters
- Hex Bolts



FILE#22-4-29-F-MIKES-E1	GH	Customer Approval
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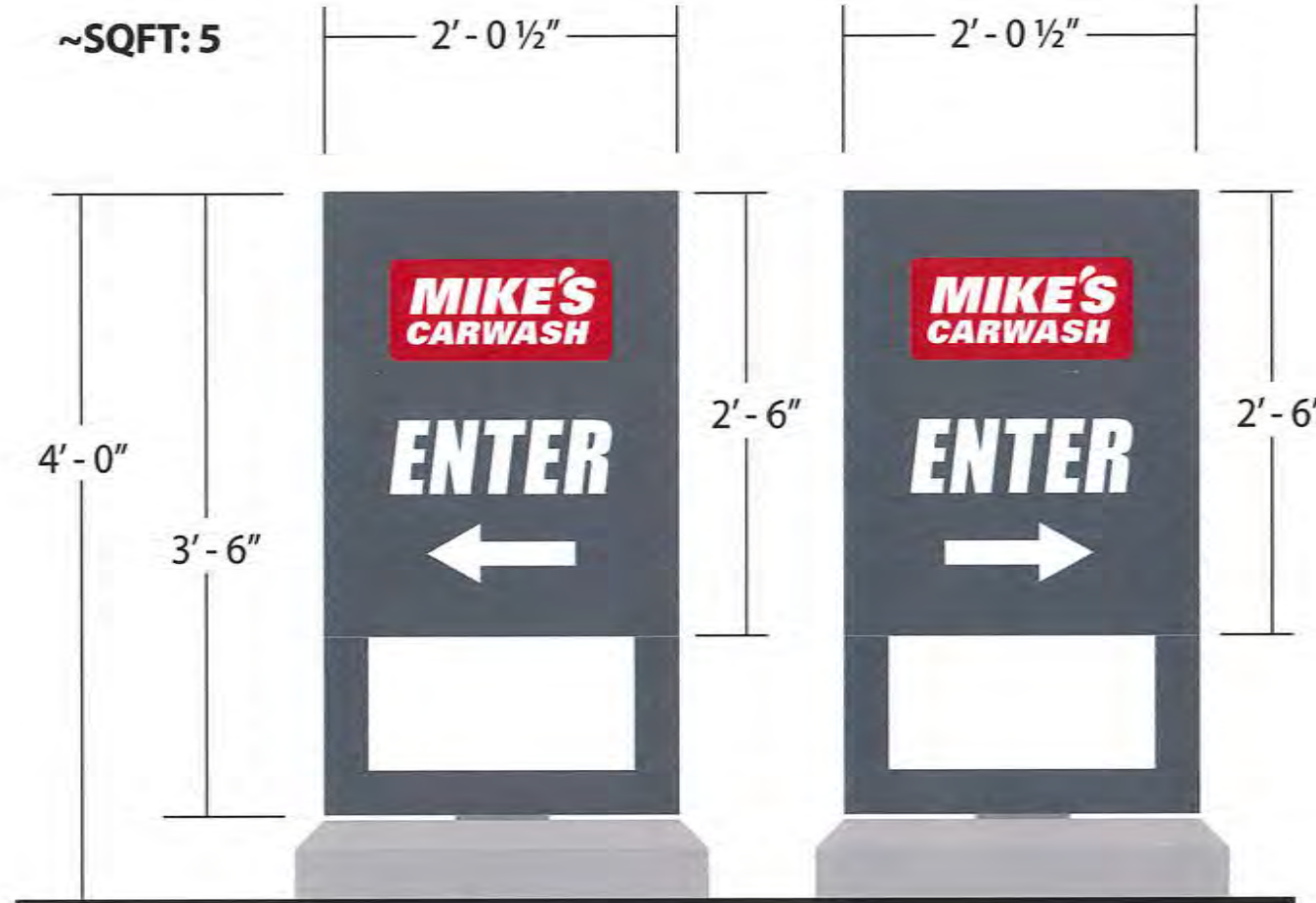


5-2015 Logo

1 qty., 3'-6" x 2'-0 1/2" Illuminated ENTER Directional Sign

SIGN - G

Veterans Blvd.
West Chester, OH



Charcoal Gray Aluminum
Routed out logo and copy.
Logo is digitally printed.

FILE#22-4-29-F-MIKES-F1	GH	Customer Approval
Scale: 3/4" = 1'-0"	Date: 4-14-2022	Note: Dimensions are Approximate and Subject to Change Pending Review by Dualite Engineering.
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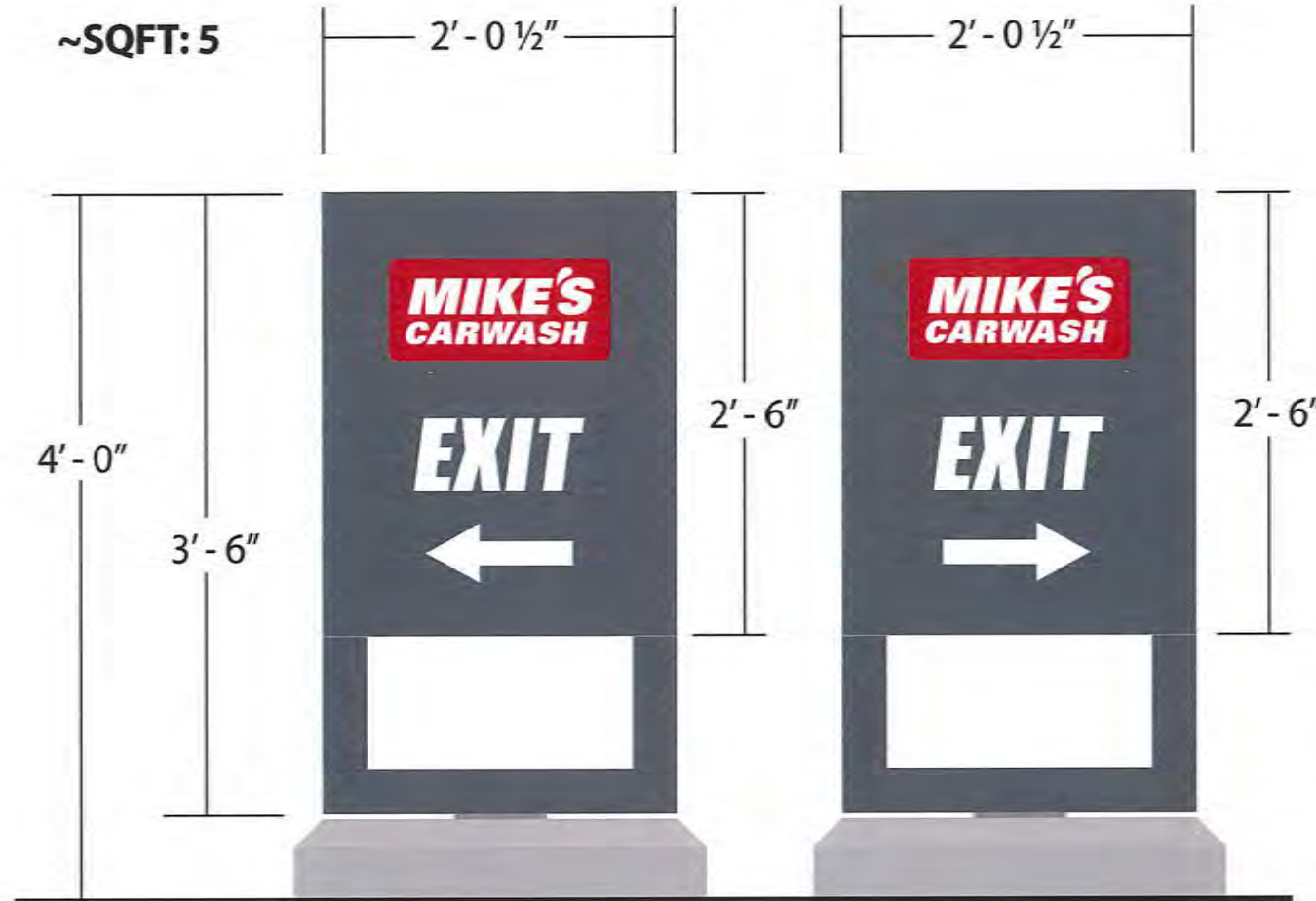


5-2015 Logo

1 qty., 3'-6" x 2'-0 1/2" Illuminated EXIT Directional Sign

SIGN - H

Veterans Blvd.
West Chester, OH



Charcoal Gray Aluminum
Routed out logo and copy.
Logo is digitally printed.

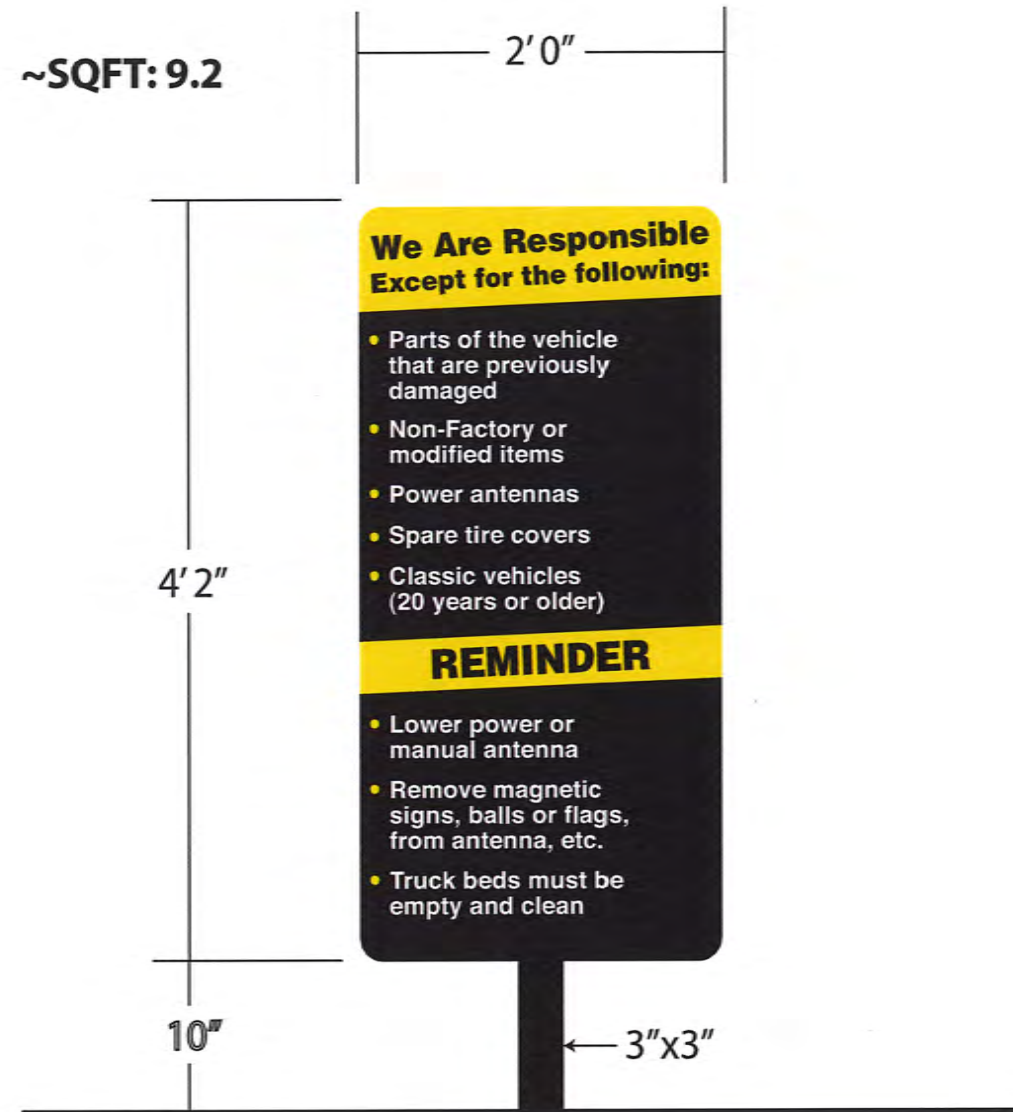
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5-2015 Logo

1 qty., 4'-2" x 2'-0" W.A.R.R Sign - Non Illuminated

SIGN - I
Veterans Blvd.
West Chester, OH



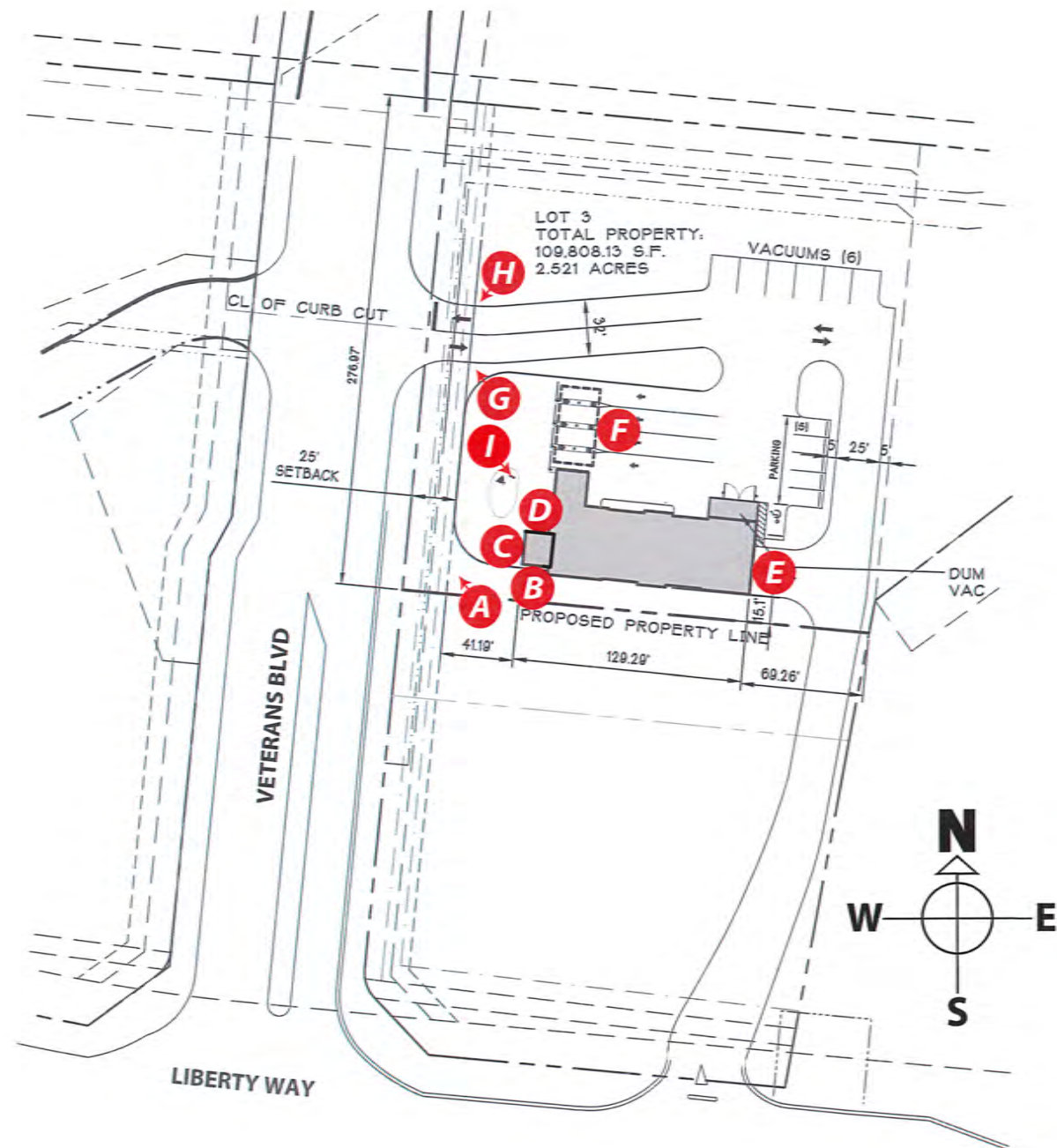
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5-2015 Logo

Site Plan

Veterans Blvd.
West Chester, OH



A  12'-9" x 9'-0"
Logo/EMC
Monument Sign
64 sq. ft.


B  6'-7" x 15'-6"
102 sq. ft.

C  6'-7" x 15'-6"
102 sq. ft.

D  6'-7" x 15'-6"
102 sq. ft.

E  1'-0" x 8'-0"
8 sq. ft.

F  2'-5" x 30'-3"
73 sq. ft.

H  Directional Sign
-SQFT: 5
2'-0"
4'-0" 3'-6"

G  Directional Sign
-SQFT: 5
2'-0"
4'-0" 3'-6"

I  W.A.R.R. Sign
-SQFT: 9.2
2'-0"
4'-2"
10" 3"x3"

FILE#22-4-29-F-MIKES-S1	GH	Customer Approval
Scale: NTS	Date: 4-14-2022	Note: Dimensions are Approximate and Subject to Change Pending Review by Dualite Engineering.
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**WEST CHESTER TOWNSHIP
ZONING COMMISSION
May 16, 2022**

MEMBERS PRESENT: Jim Hahn, Mark Murphy, Doug Rinnert,
Jim Williams, Larry Whited (alternate seated)

MEMBERS ABSENT: Richard Grow

STAFF PRESENT: Timothy Dawson, Township Planner
Beverly Worley, AP III
Charles Gavin, FBT; Legal Representation

LOCATION: Township Hall

CALL TO ORDER: 6:00 p.m.

Mr. Hahn called the meeting to order. Mr. Dawson called the roll. A quorum was established.

Mr. Williams made a motion to approve March 21, 2022 minutes, seconded by Mr. Rinnert. Mr. Dawson called the roll. Motion carried 5-0.

Mr. Dawson was sworn in. Mr. Dawson swore in case participants.

MC03-22 BC-TID; Mike's Carwash

The applicant is Mike's Carwash. The applicant has requested approval for a Major Change and Preliminary Development Plan for a 5,284 s.f. carwash on 2.5212 acres located along Veterans Blvd; Parcel #'s M5620-476-000-003.

Mr. Dawson presented the staff report including a PowerPoint presentation, aerials, staff comments, and case history.

Action

The West Chester Township Zoning Commission is to recommend approval, approve with modifications, or deny the submitted Major Change and Preliminary Development Plan unless additional information is deemed necessary to make an informed decision.

Mr. Williams asked to see an example of the W.A.R.R. signage (We are responsible and reminders)

Mr. Dawson pulled up the example of the W.A.R.R. signage.

Mr. Whited asked for clarification of which lot the application is referring to.
Mr. Dawson stated it's being replot as 5 & 6.

Applicant **Sophia Holley**
 KMK Law

Ms. Holley thanked everyone for their time and attention to this application. She introduced the team representing Mike's Carwash

Applicant **Mike Dahm / CEO**
 Mike's Carwash

Mr. Dahm stated the company began in 1948. Mike's Carwash currently has 2 locations in West Chester. Mike's Carwash is very big in community engagement; in the last seven years we have given over \$500,000 to area communities. The signage comes into play by advertising the different giving fund opportunities; Anthony Munoz Fund, Red's Fund, and etc. The others locations have the MC sign. It helps make customers aware of the giving fund opportunities.

Applicant **Ty Dubai / Chief Operating Officer**
 Mike's Carwash

Mr. Dubai reiterated that Mike's Carwash is very excited to be continuing to service the West Chester community. He stated he would be addressing the concern of sound.

Mr. Dubai went out and took some sound readings at the current site and at the Oakley site. The Oakley site is more urban and has 12 vacuums. Mr. Dubai presented a video with the sound of all 12 vacuums in operation; approximately 300 feet away, which is a little closer than the area residents.

Ms. Holley interjected comparing the current typical sound levels (dBA) chart to the sound decimals of the sound test that Mr. Dybay conducted.

Mr. Dubai stated the noise in the vacuums themselves get lost in the traffic noise. They are happy to screen where we need to. Hopefully this gives the Board reassurance on the noise level.

Mr. Hahn asked if measurements were taken of the sound of the dryers.

Mr. Dubai replied that the video shown included the sound of the dryers. Mike's uses a very high tech door for improved drying and noise level.

Applicant **Eddie Krieger /Director of Maintenance & Construction**
 Mike's Carwash

Mr. Krieger discussed the sign package presented via PowerPoint.

Mr. Williams asked if the sign packaged complied with WCT ordinance.

Mr. Dawson stated that the applicant is asking for a substantial variance of Article 10 & 20.

Mr. Hahn asked what the variance is.

Mr. Dawson stated the height is an issue as well as the amount of building sign display area. They are asking for 387'; 109' is allowed. They are asking for off-site commercial messaging. They are asking for 2 directional signs; 1 is maximum; and asking for special consideration for the responsibility sign.

Mr. Whited asked for definition of the off-site commercial sign.

Mr. Dawson explained off-site signage.

Ms. Holley returned to the podium to explain that the off-site commercial messaging would be for charitable events/organizations. And the 2 directional signage is better for safety purposes due to the multiple accesses.

Mr. Murphy asked respectfully if the Township has a maximum height, why wouldn't the company design the sign to meet the requirement.

Mr. Krieger explained when the message sign is less in height, it's more difficult for customers to see/read it from the road.

Mr. Whited asked for more clarification on the off-site commercial sign.

Mr. Dawson replied to Mr. Whited and explained what the Board should take into consideration when in deliberations.

Mr. Whited asked if the other Mike's Carwash locations have the message board.

Mr. Dahm stated both locations in West Chester have them. They would agree to decrease the height to 10' with the band underneath, they would appreciate that consideration.

Ms. Holley ended the presentation to remind the Board that they do have the authority to approve with variances to the application. Mike's Carwash wants to work with WCT and be a larger part of the community.

She stated for the record that her Ohio Bar License is 0091361; under Ohio Supreme Court Precedent; they reserve the right to appeal adverse decisions.

Proponents **None**

Opponents **None**

Neutral **None**

Deliberations

Mr. Hahn clarified that the Zoning Commission's vote is only a recommendation to the Board of Trustees. The Board of Trustees ultimately make the decision for the Township based on the drafted conditions which can be modified.

Mr. Hahn stated that before the Board begins discussing the signage, sound, and etc.; he stated we have an applicant that has come before us with a use that is prohibited in this particular C-PUD per the resolution; auto mobile services are not allowed on this parcel. If the Board can get passed that, they can discuss the other items.

Mr. Williams stated putting aside the resolution and the signage size, this is acceptable. When the resolution was decided in 2017; there was still a lot of green field. Things have completely changed. Other than the signage size which Mr. Williams believes they are willing to comply with; he would recommend with approval and then let the Trustees, if they still feel strongly, deny it.

Mr. Rinnert stated that if it's in the Resolution that the use is not allowed; then why are we here.

Mr. Williams asked if putting the resolution aside, is there anything from a zoning perspective that the Board can't accept.

Mr. Whited stated Mr. Williams point is well taken. Things have changed and it changes the tenure of things.

Mr. Hahn then asked if the Board thinks this is a good use of the site.

Mr. Williams doesn't feel this use will be a distraction with all the commercialization in the area.

Mr. Murphy stated he can't get passed the resolution. The Trustees should be the decision maker.

Mr. Hahn asked if the Trustees would approve the use, could they make the sign size decision for the FDP.

Mr. Dawson stated the Trustees could modify the legislation of the condition.

Mr. Hahn made a motion to deny Case # - MC03-22 BC-TID; Mike's Carwash with the change to item # 9; signage to be approved at the FDP stage. Mr. Murphy seconded the motion.

Mr. Dawson added that any appeal to the interpretation of off-site signage is not codified within this draft. Moving forward he will get legal advisement on that interpretation and advise the Trustees at their hearing.

Aye: Mr. Hahn, Mr. Murphy, Mr. Rinnert, Mr. Whited

Nay: Mr. Williams

Motion carried 4-0

DRAFT

RESOLUTION NO. 17-2022

**Resolution approving a Major Change to a PUD for Case #MC03-22 – BC TID, Phase 3;
Mike’s Carwash**

WHEREAS, on August 22, 2017, the West Chester Township Board of Trustees approved a Zoning Map Amendment from A-1 (Agricultural District) to C-PUD (Commercial Planned Unit Development District) and a Preliminary Development Plan (24-2017) for a mix of uses, including two (2), two-story buildings consisting of a total of 95,000 square feet of medical office use; a four-story, 60,000 square foot building consisting of a one-hundred and one (101) room hotel use; and a one-story, 8,360 square foot, multi-tenant building consisting of retail/ restaurant uses on approximately 14.8 acres; and,

WHEREAS, on April 16, 2018, the West Chester Township Zoning Commission approved a Final Development Plan (18-6) for Phase 1 of the site to include a lot split; right-of-way dedication; and construction of road improvements along Liberty Way; site grading, which includes a retention area; installation of site utilities; and construction of the internal, public roadway and the pedestrian facilities on approximately 14.8 acres; and,

WHEREAS, on August 20, 2018, the West Chester Township Zoning Commission approved a Final Development Plan (18-18) for Phase 2 of the site, to include a two-story, 50,000 square foot TriHealth medical office building on 9.4 acres; and,

WHEREAS, on April 18, 2022, Ty Dubay, on behalf of Mike’s Carwash, Inc., submitted an application requesting a Major Change to the C-PUD and Preliminary Development Plan on Lot 5 (previously approved as Lot 2) for a 5,284 square foot car wash conveyor on 2.52 acres; and,

WHEREAS, on May 12, 2022, the Butler County Planning Commission conducted a public hearing for the aforesaid application and recommended approval; and,

WHEREAS, on May 16, 2022, the West Chester Township Zoning Commission conducted a public hearing for the aforesaid application and recommended denial; and,

WHEREAS, by advertisement, a public hearing for the aforesaid application was conducted before the West Chester Township Board of Trustees on June 14, 2022 as applied for by Ty Dubay; and,

WHEREAS, all those present for the hearing who wished to be heard voiced their opinions with respect thereto; and,

NOW THEREFORE, BE IT RESOLVED that on the basis of the above actions and findings, the West Chester Township Board of Trustees hereby approve the Major Change to the BC-TID C-PUD (Commercial Planned Unit Development District) and Preliminary Development Plan with the following conditions:

SECTION 1. If not specifically conditioned with an approval of this Major Change and PDP, all subsequent Final Development Plan (FDP) applications shall otherwise remain subject to the conditions as previously and last approved (Trustee Resolution 24-2017).

SECTION 2. Detailed grading plans, storm water drainage plans and calculations, and utility plans shall be coordinated with the Butler County Engineer's Office (BCEO) and shall meet all requirements at the FDP stage.

SECTION 3. Vehicular cross-access shall be illustrated on the FDP and the re-plat of the subject site prior to a final zoning inspection.

SECTION 4. All access ways and internal roadways; connections and locations of fire hydrants; and all other applicable building and fire codes shall meet all West Chester Township Fire Department and West Chester Community Development Department (WCTCDD) requirements prior to the issuance of a zoning certificate to ensure the site accommodates emergency services. Fire hydrants shall not be physically or visually obstructed.

SECTION 5. Two (2) "Stop" signs shall be installed along the ingress lane along the north access way in the landscape island and along the northbound egress drive in the lawn along the east property line.

SECTION 6. All water and sanitary sewer main installation and sanitary lateral plans shall be coordinated with the Butler County Water and Sewer Department in regard to the preliminary and final subdivision plat submitted to Butler County prior to the issuance of a zoning certificate.

SECTION 7. Any dumpster locations, dumpster enclosure, and/or compaction building locations and details shall be provided at each FDP stage. The enclosures shall be pursuant to the West Chester Township Zoning Resolution (WCTZR), Articles 10.031 and 20.043. The enclosure(s) shall be consistent with the high quality, masonry building materials of the principle building.

SECTION 8. A six (6) foot high, faux-wood design, vinyl privacy fence shall be constructed along the perimeter of the vacuum locations. The location and specifications of the fence shall be coordinated with the WCTCDD at the FDP stage.

SECTION 9. All signage shall be approved at the FDP stage, which shall meet the WCTZR, Article 20.

SECTION 10. Documents involving membership/ participation in the County/ Township planned establishment of a lighting district along Veteran's Boulevard shall be provided at the FDP stage.

SECTION 11. All light locations, light fixture details, and photometric analysis shall be provided at each FDP stage to ensure a consistent design that minimizes glare and light spillover and meets the WCTZR, Article 10.28.

SECTION 12. Internally illuminated signage shall not be permitted on the north or east building wall and/or the east canopy face.

SECTION 13. All exterior lighting shall be the full, cut-off type and shall be cut-off during non-operating hours.

SECTION 14. A detailed landscaping plan shall be provided at the FDP stage, which consists of adequate landscape screening of any building perimeters; the perimeter of the vacuum locations; trash collection areas; throughout any open space areas; and ground sign perimeter landscaping details.

SECTION 15. The property owner or a recorded property owners' association, as defined by the Reciprocal Easement and Operation Agreement (Bk 9224, Pg 1598), shall be responsible for keeping all common features and elements well-maintained and free from trash and litter; maintaining all drainage ways to ensure the detention areas perform the designated function; and all landscaping shall be well maintained in good condition and all major landscaping shall be irrigated with a permanent system prior to a final zoning inspection.

SECTION 16. A temporary construction road and vehicle staging area shall be illustrated on the FDP, which shall be designed to support all construction traffic in all weather conditions. All roadways to access the site shall be maintained free of any dirt, debris, dust, etc. due to the construction of the site.

BE IT FURTHER RESOLVED that all plats, plans, applications, and other data submitted are hereby incorporated into this approval.

Adopted this _____ day of _____, 2022.

Mark S. Welch, Chair

Yes/No

Ann Becker, Vice Chair

Yes/No

ATTEST:

Lee Wong

Yes/No

Bruce Jones, Fiscal Officer

APPROVED AS TO FORM:

PROPOSED

RESOLUTION NO. 17-2022

**Resolution denying a Major Change to a PUD for Case #MC03-22 – BC TID, Phase 3;
Mike’s Carwash**

WHEREAS, on August 22, 2017, the West Chester Township Board of Trustees approved a Zoning Map Amendment from A-1 (Agricultural District) to C-PUD (Commercial Planned Unit Development District) and a Preliminary Development Plan (24-2017) for a mix of uses, including two (2), two-story buildings consisting of a total of 95,000 square feet of medical office use; a four-story, 60,000 square foot building consisting of a one-hundred and one (101) room hotel use; and a one-story, 8,360 square foot, multi-tenant building consisting of retail/ restaurant uses on approximately 14.8 acres; and,

WHEREAS, on April 16, 2018, the West Chester Township Zoning Commission approved a Final Development Plan (18-6) for Phase 1 of the site to include a lot split; right-of-way dedication; and construction of road improvements along Liberty Way; site grading, which includes a retention area; installation of site utilities; and construction of the internal, public roadway and the pedestrian facilities on approximately 14.8 acres; and,

WHEREAS, on August 20, 2018, the West Chester Township Zoning Commission approved a Final Development Plan (18-18) for Phase 2 of the site, to include a two-story, 50,000 square foot TriHealth medical office building on 9.4 acres; and,

WHEREAS, on April 18, 2022, Ty Dubay, on behalf of Mike’s Carwash, Inc., submitted an application requesting a Major Change to the C-PUD and Preliminary Development Plan on Lot 5 (previously approved as Lot 2) for a 5,284 square foot car wash conveyor on 2.52 acres; and,

WHEREAS, on May 12, 2022, the Butler County Planning Commission conducted a public hearing for the aforesaid application and recommended approval; and,

WHEREAS, on May 16, 2022, the West Chester Township Zoning Commission conducted a public hearing for the aforesaid application and recommended denial; and,

WHEREAS, by advertisement, a public hearing for the aforesaid application was conducted before the West Chester Township Board of Trustees on June 14, 2022 as applied for by Ty Dubay; and,

WHEREAS, all those present for the hearing who wished to be heard voiced their opinions with respect thereto; and,

NOW THEREFORE, BE IT RESOLVED that on the basis of the above actions and findings, the West Chester Township Board of Trustees does hereby concur with the West Chester Township Zoning Commission and does hereby deny the Major Change to the BC-TID C-PUD (Commercial Planned Unit Development District) and Preliminary Development Plan.

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

PROPOSED