

West Chester

— OHIO —

Trustees Meeting Agenda September 13, 2022

Trustees

Mark S. Welch, Chair
Ann Becker
Lee Wong

Fiscal Officer

Bruce Jones
Administrator
Larry D. Burks

5:00 P.M.

Regular Meeting

Mr. Welch

- Convene
- Roll Call
- Pledge

Executive Session

Property, personnel & pending litigation with Legal Counsel

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 - August 23, 2022
- B. Motion to approve payment of bills
- C. Motion to approve Then and Now Certificate(s)

Mr. Burks

Requisitions - Greater than \$7,500.00

- | | | |
|-------------|--------------|---|
| 1. Adm | \$ 32,803.55 | Frost Brown Todd LLC - Legal Services through July 31, 2022
(various departments) |
| 2. CIT | \$ 48,316.00 | ESRI, Inc. - Purchase licenses, support for installation and
configuration, and training for Geographic Information System
(GIS) software |
| 3. Services | \$ 20,000.00 | Mills Fence Company, Inc. - Replace backstop fence at Keehner
Park baseball fields (CIP# 1460) |

Mr. Burks

Personnel Items

None

Mr. Burks

Business Items

- 4. Adm Motion not to object to a STCK liquor permit for Lori Roadhouse LLC dba Lori Roadhouse & Mezz & Patio, 4924 Union Center Pavilion Drive
- 5. Comm Dev Motion to approve Development Agreement between West Chester Township Board of Trustees and NP West Chester MF Land, LLC, not to exceed \$1,046,973.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement (CIP# 1829)
- 6. Police Motion to authorize Township Administrator to accept Ohio Body-Worn Camera Grant if awarded
- 7. Police Motion to apply for Firehouse Subs Public Safety Foundation Grant; and, authorize Township Administrator to accept said grant if awarded

First Reading of Resolutions & Reading of Emergency Resolutions

- *8. Emergency Reading Motion to approve Resolution No. 25-2022 accepting the amounts and rates as determined by the Butler County Budget Commission; and, authorizing the necessary tax levies and certifying them to the Butler County Auditor; and, declaring an emergency and dispensing with the second reading

Citizen's Comments

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

- * Emergency Reading Vote on Emergency Resolution No. 25-2022

Discussion Items & Elected Official Comments

Adjourn

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
September 13, 2022	Action Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion to approve Trustee Meeting Minutes - August 23, 2022

Background:

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

Record of Proceedings: **August 23, 2022**
West Chester Township Board of Trustees - Regular Meeting

Convene: Chairperson Welch convened the meeting at 5:04 p.m.
Roll Call: Mr. Welch, Mrs. Becker, and Mr. Wong responded.
Pledge of Allegiance: Repeated by those present.

Recess to Executive Session

At 5:05 p.m., Mr. Welch asked for a motion to recess the Regular meeting and go into Executive Session with legal counsel for the purpose of considering: (1) to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, pursuant O.R.C. 121.22, and (2) conference with an attorney for the Township concerning disputes involving the Township that are the subject of pending or imminent court action, also pursuant O.R.C. 121.22.

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

Post Executive Session

MOTION made at 6:00 p.m. by Mrs. Becker to adjourn the Executive Session and resume the August 23, 2022 Regular meeting, seconded by Mr. Wong. Discussion: none. **Motion carried unanimously.**

Citizen's Comments

There were no citizen's comments.

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 August 9, 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.**

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

Requisitions – Greater than \$7,500.00

1. Fire \$12,411.27 Cummins Bridgeway LLC - Repair head gasket oil leak on 2009 Sutphen Pumper
2. Fire \$9,350.00 Zoll Data Systems, Inc. - Renew annual EMS reporting software maintenance agreement
3. PIE \$9,142.80 VIP Printing Center - Print Fall/Winter 2022 West Chester Community Report
4. Services \$23,000.00 Benchmark Land Management LLC - Replace pipes on Shady Hollow Lane & Falcon Lane (CIP# 1398)
5. Services \$21,500.00 National Shotcrete LLC - Repair storm pipe on Sawgrass Drive (CIP# 1398)

MOTION made by Mrs. Becker, seconded by Mr. Wong, to approve payment of requisitions 1, 2, 3, and 5. Discussion: (Prior to motioning, Mrs. Becker said her mother lives on Shady Hollow Lane and had asked that item 4 be addressed separately.) In response to Mr. Welch's observation that there was a previous problem with the 2009 Sutphen Pumper, Mr. Burks said there wasn't a recall on the item. Rather, the pumper was very old. **Motion carried unanimously.**

MOTION made by Mr. Wong, seconded by Mrs. Becker, to approve payment of requisitions 4. Discussion: none. **Motion carried, Mrs. Becker abstained.**

Personnel Items

MOTION made by Mrs. Becker, seconded by Mr. Wong, to hire Adam Cary to the position of Part-time Firefighter/EMT effective August 1, 2022 at the hourly rate of \$20.06. Discussion: The Trustees each expressed praise for the West Chester Fire Department and the service performed by police officers. **Motion carried unanimously.**

Business Items

MOTION made by Mr. Wong, seconded by Mrs. Becker, to approve agreement between West Chester Township Board of Trustees and Butler County, Ohio for continued use of space at West Chester Safety Services Building at a cost of \$3,000.00 per month; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement Discussion: Mrs. Becker observed that the Area Court's continued presence at that location would maintain its convenience for residents. **Motion carried unanimously.**

MOTION made by Mrs. Becker, seconded by Mr. Wong, to Request to advertise for Muhlhauser Barn deck replacement (CIP# 1348). Discussion: Mr. Burks said the deck is old, and asked Joel Woodrum, Service Department to report on the condition of the board. Mr. Woodrum said boards on the deck have warped and some have rotted. He said they'll be using a composite decking because it will extend the life of the deck, they'll be using the exact design as the present deck, and they'll be replacing the band boards across the deck. Mr. Burks said the replacement would be paid from TIF funds. **Motion carried unanimously.**

First Reading of Resolutions & Reading of Emergency Resolutions

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

Citizen's Comments

There were no citizen's comments.

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

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

Discussion Items & Elected Official Comments

Mr. Welch spoke about the upcoming bicentennial of the township. He explained the Biblical origin of the name Pisgah, observing that our Pisgah is the highest elevation between Cincinnati and Columbus.

Mr. Jones recalled his rant from four weeks earlier in which he characterized the COVID experts as very incredible, and he noted those comments were since acknowledged by the CDC. He said it was a black-eye on administrator run governance, adding we need to keep our guard up because it could all happen again. Mr. Jones also thanked Ohio Auditor Keith Faber for personally presenting the Ohio Auditor of State Award with Distinction for excellence in financial record keeping the previous Wednesday. Lastly, he asked for an update on the aggregation program from Mr. Burks.

Mr. Burks also expressed his appreciation for Mr. Faber's visit. Regarding aggregation, he said they've found a supplier – AEP Energy, the contract is for .839 cents per CCF, and runs from October of this year to October of 2024. Residents should expect a letter regarding the aggregation program by mid-September. He commented on the opt-out feature. Mr. Burks also praised the township's television production crew.

Adjournment

MOTION made at 6:35 p.m. by Mrs. Becker, seconded by Mr. Wong, to adjourn the August 23, 2022 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:
September 13, 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

REPORT PARAMETERS

ORGANIZATION : 001
BANK : 4
PRINT BY : CHECK DATE
SORT OPTION : CHECK #
PRINT DETAILS : Y
BEGINNING CHECK DATE : 08/12/22
ENDING CHECK DATE : 08/18/22
ORG NAME FOR EXTRACT FILE : WEST

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 08/12/22 - 08/18/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
4	82159	\$6088.90	08/12/22	02837		0 FIRST FINANCIAL BANK CREDIT CARD		S	CLEARED
		812.00	209-PD00-5341-000-000000			RYAN ADV TRAFFIC CRASH TRNG	HAMPTONINN 7/1/22		
		65.50	209-PD00-5341-000-000000			UNLEADED 12.845 GAL	KROGER 7/01/22		
		175.00	209-PD00-5341-000-000000			RYAN UAG JUL 22	PSI 07/19/22		
		668.64	209-PD00-5341-000-000000			RYAN TRAFFIC CRASH RECONSTRUCT	HAMPTON 07/22/22		
		60.50	209-PD00-5341-000-000000			UNLEADED 13.753 GAL	SHELL 07/22/22		
		39.50	209-PD00-5341-000-000000			UNLEADED 9.978 GAL	SPEEDWAY 07/29/22		
		869.12	209-PD00-5341-000-000000			RYAN TRAFFIC CRASH RECONSTRUCT	HAMPTON 07/29/22		
		431.59	210-FD00-5341-000-000000			WISSEL/TIBBS IAAP SUMMIT 2022	GAYLORD 7/13/22		
		431.58	211-EM00-5341-000-000000			WISSEL/TIBBS IAAP SUMMIT 2022			
		80.03	270-PD00-5341-000-000000			MUTUAL AID HIGHLAND PK JUL 22	BP 07/19/22		
		33.55	209-PD00-5373-000-000000			CIS/POSTAGE	USPS 07/05/22		
		420.00	209-PD00-5401-000-000000			SRO/BREACHING TOOL	PAYPAL 07/07/22		
		811.89	270-PD00-5341-000-000000			MUTUAL AID HIGHLAND PK JUL 22	HOMES 07/20/22		
		1190.00	209-PD00-5341-000-000000			WHITTON/BRUCE SVG TRNG AUG 22	SAVAGETRNG7/22/22		
4	82160	\$3285.00	08/15/22	01551		0 BREWPRO		S	CLEARED
		3285.00	201-RD00-5455-000-IHCRCK			DURAFILL (4500)/AQUAPHALT (6)	124747		
4	82161	\$7503.75	08/15/22	00087		9 BUTLER COUNTY PROSECUTOR'S OFFICE		S	OUTSTANDING
		7503.75	262-PD00-4354-GEN-BCPROS			22-4526 FORFEITURE RAMBSY	RECPT 56580		
4	82162	\$304.50	08/15/22	00087		10 BUTLER COUNTY SHERIFF'S OFFICE		S	OUTSTANDING
		304.50	209-PD00-5401-000-000000			BATTERIES - APX6000 (3)	5895		
4	82163	\$378.00	08/15/22	02615		0 LIFELINE TRAINING		S	OUTSTANDING
		378.00	209-PD00-5341-000-000000			GOBELL/PARRETT-TACTICAL LEADER	60895		
4	82164	\$5147.76	08/15/22	03675		0 DREAMSEATS LLC		S	OUTSTANDING
		2573.88	210-FD00-5401-000-000000			STA 75 DAYROOM SEATING	4746234		
		2573.88	211-EM00-5401-000-000000			STA 75 DAYROOM SEATING			
4	82165	\$3700.00	08/15/22	02456		0 RIVER CITY ENTERTAINMENT LLC		S	OUTSTANDING
		3700.00	207-TV00-5603-000-AFTRHR			PERFORMANCE ON SQUARE 8/18/22	07/22/22		
4	82166	\$45.77	08/15/22	00256		0 FED EX		S	OUTSTANDING
		22.89	210-FD00-5373-000-000000			SHIPPING FEES JUL 22	7-832-40169		
		22.88	211-EM00-5373-000-000000			SHIPPING FEES JUL 22			
4	82167	\$465.00	08/15/22	03857		0 FORENSIC PIECES INC		S	OUTSTANDING
		465.00	209-PD00-5341-000-000000			FARRIS, D/STAGE CRIME SCENE	FARRIS 9/12-14/22		
4	82168	\$445.59	08/15/22	00585		0 GRAINGER INC.		S	CLEARED
		54.84	101-PK12-5353-000-000000			SQ FLUSH VALVE REBUILD KIT & A	9381518100		
		33.24	101-PK00-5455-000-000000			FLUSH VALVES/AIR FRESHNERS	9390982768		
		99.66	101-PK12-5353-000-000000			SQ FLUSH VALVE REBUILD KIT & A	9386061478		
		19.56	101-PK12-5353-000-000000			SQ FLUSH VALVE REBUILD KIT	9380544008		
		16.79	101-PK12-5353-000-000000			SQ FOUNTAIN PARTS	9382892025		
		239.80	101-PK12-5353-000-000000			SQ FOUNTAIN PARTS	9385195681		
		18.27	210-FD00-5354-000-000000			STA 71 ZURN DIAPHRAM TOLIET	9394025358		

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 08/12/22 - 08/18/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS
		18.27	211-EM00-5354-000-000000			STA 71 ZURN DIAPHRAM TOLIET		
		54.84-	101-PK12-5353-000-000000			CREDIT INV 9381518100	9382116383	
4	82169	\$5600.00	08/15/22	02253		0 JAMIE'S MULCH AND TOPSOIL INC		S CLEARED
		2800.00	101-PK12-5353-000-000000			LANDSCAPE MAINTENANCE-AUG 22	A25415	
		2800.00	101-PK12-5353-000-000000			LANDSCAPE MAINTENANCE-JUL 22	A25285	
4	82170	\$1212.89	08/15/22	00353		0 JOHN DSUBAN SPRING SERVICE		S CLEARED
		1212.89	210-FD00-5352-000-000000			VEH 311 FRONT & REAR BRAKES	0149498-IN	
4	82171	\$990.00	08/15/22	03769		0 DONALD N CAMPBELL		S CLEARED
		990.00	270-PD00-5472-000-000000			ILLUMINATED TRAFFIC VEST (10)	061322	
4	82172	\$15.80	08/15/22	00409		0 MCCLUSKEY CHEVROLET INC.		S OUTSTANDING
		15.80	209-PD00-5351-000-000000			UNIT 6864 F-(S) CYLINDER	1383	
4	82173	\$2010.01	08/15/22	02690		0 MEDMUTUAL LIFE		S CLEARED
		136.00	204-RD00-5222-000-000000			EMP LIFE INS SEP 22	029559204-2	
		16.00	205-CE00-5222-000-000000			EMP LIFE INS SEP 22		
		782.27	209-PD00-5222-000-000000			EMP LIFE INS SEP 22		
		627.74	210-FD00-5222-000-000000			EMP LIFE INS SEP 22		
		16.00	211-EM00-5222-000-000000			EMP LIFE INS SEP 22		
		40.00	207-TV00-5222-000-000000			EMP LIFE INS SEP 22		
		18.40	101-AD02-5222-000-000000			EMP LIFE INS SEP 22		
		5.20	101-AD03-5222-000-000000			EMP LIFE INS SEP 22		
		69.20	101-CD00-5222-000-000000			EMP LIFE INS SEP 22		
		16.00	101-PK00-5222-000-000000			EMP LIFE INS SEP 22		
		83.20	209-DS00-5222-000-000000			EMP LIFE INS SEP 22		
		44.80	210-DS00-5222-000-000000			EMP LIFE INS SEP 22		
		8.00	508-RD88-5222-000-000000			EMP LIFE INS SEP 22		
		32.00	101-SV00-5222-000-000000			EMP LIFE INS SEP 22		
		99.20	101-AD00-5222-000-000000			EMP LIFE INS SEP 22		
		4.00	204-RD00-5222-000-000000			EMP LIFE INS SEP 22		
		4.00	209-PD00-5222-000-000000			EMP LIFE INS SEP 22		
		4.00	210-FD00-5222-000-000000			EMP LIFE INS SEP 22		
		4.00	211-EM00-5222-000-000000			EMP LIFE INS SEP 22		
4	82174	\$1350.00	08/15/22	00427		0 MIAMI VALLEY REGIONAL CRIME LAB		S OUTSTANDING
		1350.00	209-PD00-5319-000-000000			OVI/DRUG TESTS 2ND QTR	FTI000009655	
4	82175	\$559.96	08/15/22	02776		0 MIKE CASTRUCCI FORD INC		S OUTSTANDING
		559.96	201-RD00-5351-000-000000			TRUCK U26 BRAKES	125089	
4	82176	\$177.50	08/15/22	03860		0 OHIO IRRIGATION LAWN SPRINKLER SYSTEMS INC		S CLEARED
		177.50	101-PK12-5353-000-000000			CLOCK TOWER IRRIGATION REPAIR	41777070722	
4	82177	\$250.00	08/15/22	00467		0 OHIO PEACE OFFICER TRAINING ACADEMY		S OUTSTANDING
		250.00	209-PD00-5341-000-000000			HORNBACK-PO REFRESHER	01-486-22-02	
4	82178	\$1035.02	08/15/22	01071		0 OPI INDUSTRIAL TRAINING PROGRAM		S OUTSTANDING

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 08/12/22 - 08/18/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS
		1035.02	101-AD00-5353-000-000000			FLAGS US (17)	CDC-X21168	
4	82179	\$949.00 474.50 474.50	08/15/22 210-FD00-5401-000-000000 211-EM00-5401-000-000000	01267		0 RECKER & BOERGER STA 74 DISHWASHER STA 74 DISHWASHER	APLINVCS014217	S OUTSTANDING
4	82180	\$135.00 110.00 25.00	08/15/22 209-PD00-5319-000-000000 209-PD00-5319-000-000000	03777		0 OLGA ONIPKO SERVICE STRIPES (22) SERVICE STRIPES (5)	15184 15222	S CLEARED
4	82181	\$157.53 78.76 78.77	08/15/22 210-FD00-5506-000-000000 211-EM00-5506-000-000000	03159		0 CHARTER COMMUNICATIONS STA 73 CABLE FEES JUL 22 STA 73 CABLE FEES JUL 22	0372784072122	S OUTSTANDING
4	82182	\$93.56 93.56	08/15/22 201-RD00-5455-000-000000	00535		0 SUBURBAN PROPANE PROPANE 2 TANKS	590675	S OUTSTANDING
4	82183	\$437.32 126.62 17.39 13.71 6.46 11.34 3.50 12.08 27.56 126.62 17.39 13.71 6.46 11.34 3.50 12.08 27.56	08/15/22 201-RD00-5472-000-000000 101-PK00-5472-000-000000 101-SV99-5472-000-000000 101-PK00-5472-000-000000 205-CE00-5472-000-000000 101-SV00-5472-000-000000 201-RD00-5455-000-000000 101-PK00-5455-000-000000 201-RD00-5472-000-000000 101-PK00-5472-000-000000 101-SV99-5472-000-000000 101-PK00-5472-000-000000 205-CE00-5472-000-000000 101-SV00-5472-000-000000 201-RD00-5455-000-000000 101-PK00-5455-000-000000	03759		0 UNIFIRST CORPORATION ROADS UNIFORMS 7/26/22 ROADS UNIFORMS 7/26/22 FACILITY TECH UNIFORMS 7/26/22 UCB UNIFORMS 7/26/22 CEMETERY UNIFORMS 7/26/22 DELIVERY 7/26/22 TOWELS SHOP 7/26/22 TOWELS PARKS 7/26/22 ROADS UNIFORMS 8/2/22 PARKS UNIFORMS 8/2/22 FACILITY TECH UNIFORMS 8/2/22 UCB UNIFORMS 8/2/22 CEMETERY UNIFORMS 8/2/22 DELIVERY 8/2/22 TOWELS SHOP 8/2/22 TOWELS PARKS 8/2/22	1340014032 1340017203	S OUTSTANDING
4	82184	\$449.62 112.31 112.31 225.00	08/15/22 209-DS00-5371-000-000000 210-DS00-5371-000-000000 209-PD00-5371-000-000000	00582		0 VIP PRINTING CENTER ARREST WARRANT ENVELOPES-1000 ARREST WARRANT ENVELOPES-1000 BUSINESS CARDS-HESS,BRUCE,PYLE	34855 35006	S CLEARED
4	82185	\$5528.00 375.00 450.00 425.00 650.00 1203.00 2425.00	08/15/22 101-CD00-5321-000-000000 101-CD00-5321-000-000000 101-CD00-5321-000-000000 101-CD00-5321-000-000000 101-CD00-5321-000-000000 101-CD00-5321-000-000000 101-CD00-5321-000-000000	01091		0 VOGT LAWN CARE NUISANCE 7110 TYLERSVILLE ROAD NUISANCE 6727 APACHE WAY NUISANCE 7135 GROVE AVENUE NUISANCE 9034 RED CEDAR LANE NUISANCE 8117 LAWRENCE ROAD NUISANCE 31 LEISURE COURT	11042 11043 11041 11040 11037 11038	S OUTSTANDING
4	82186	\$138.83 56.92	08/15/22 209-PD00-5353-000-000000	00598		0 WOLF CREEK CO SSC IRRIGATION PARTS	0007488959-002	S CLEARED

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 08/12/22 - 08/18/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
		9.72	101-AD00-5353-000-000000			SSC IRRIGATION PARTS			
		66.64	201-RD00-5353-000-000000			SSC IRRIGATION PARTS			
		5.55	101-CD00-5353-000-000000			SSC IRRIGATION PARTS			
4	82187	\$61.59	08/15/22	00600		0 ZIMMER TRACTOR		S	CLEARED
		61.59	201-RD00-5356-000-000000			TRACTOR M5091 SWITCH	003-3020667		
4	82188	\$626.67	08/17/22	00020		0 AFLAC		S	OUTSTANDING
		47.53	209-0000-2226-000-000000			VOL INS 08/12/22 PAY PRE-TAX	437902		
		206.25	210-0000-2226-000-000000			VOL INS 08/12/22 PAY PRE-TAX			
		80.58	204-0000-2226-000-000000			VOL INS 08/12/22 PAY PRE-TAX			
		18.41	209-0000-2226-000-000000			VOL INS 08/12/22 PAY AFTER-TAX			
		273.90	210-0000-2226-000-000000			VOL INS 08/12/22 PAY AFTER-TAX			
4	82189	\$343.76	08/17/22	02469		0 AFLAC GROUP INSURANCE		S	OUTSTANDING
		343.76	210-0000-2225-000-000000			GROUP 9325 07/01/22-07/31/22	A184114000		
4	82190	\$482.84	08/17/22	00615		4 ALTAFIBER		S	OUTSTANDING
		96.30	101-PK11-5501-000-000000			860-1946 AUG 22	860-1946 AUG 22		
		99.32	210-FD00-5501-000-000000			860-5544 AUG 22	860-5544 AUG 22		
		75.21	101-PK13-5501-000-000000			860-9226 AUG 22	860-9226 AUG 22		
		36.70	210-FD00-5501-000-000000			874-2443 AUG 22	874-2443 AUG 22		
		175.31	101-AD00-5501-000-000000			779-0071 AUG 22	779-0071 AUG 22		
4	82191	\$662.75	08/17/22	00087		5 BUTLER COUNTY WATER & SEWER DEPARTMENT		S	OUTSTANDING
		22.80	101-AD00-5503-000-ACTCTR			7900 COX RD 07/05/22-08/03/22	2000153 AUG 22		
		235.11	101-AD00-5503-000-000000			9113 CIN-DAY 07/06/22-08/04/22	2000563 AUG 22		
		14.16	101-SV00-5503-000-000000			9113 CIN-DAY 07/06/22-08/04/22			
		33.99	207-TV00-5503-000-000000			9113 CIN-DAY 07/06/22-08/04/22			
		29.93	101-AD00-5503-000-000000			9119 CIN-DAY 07/06/22-08/04/22	2000564 AUG 22		
		9.98	205-CE00-5503-000-000000			9119 CIN-DAY 07/06/22-08/04/22			
		3.90	207-TV00-5503-000-000000			9119 CIN-DAY 07/06/22-08/04/22			
		13.66	209-DS00-5503-000-000000			9119 CIN-DAY 07/06/22-08/04/22			
		13.66	210-DS00-5503-000-000000			9119 CIN-DAY 07/06/22-08/04/22			
		145.73	210-FD00-5503-000-000000			9119 CIN-DAY 07/06/22-08/04/22			
		72.93	210-FD00-5503-000-000000			7709 JOHN RD 07/02/22-08/02/22	2006330 AUG 22		
		58.43	101-PK04-5503-000-000000			7411 BARRETT 07/01/22-08/02/22	2013795 AUG 22		
		8.47	101-PK04-5503-000-000000			7211 BARRETT 07/05/22-08/03/22	2013796 AUG 22		
4	82192	\$773.80	08/17/22	00641		1 DUKE ENERGY		S	OUTSTANDING
		773.80	507-LT21-5504-000-000000			GLEN MOOR LTG DIST	930000024706AUG22		
4	82193	\$495.00	08/17/22	00753		0 GREAT AMERICAN FINANCIAL RESOURCES		S	OUTSTANDING
		495.00	209-0000-2252-000-000000			GROUP ANNUITY 08/12/22 PAYROLL	08/12/22		
4	82194	\$76.36	08/17/22	PD000		155 NATHAN MARING		S	OUTSTANDING
		76.36	209-PD00-5341-000-000000			MUTUAL AID-HIGHLAND PARK	MARING 07/22/22		
4	82195	\$25160.95	08/17/22	00755		0 OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION		S	OUTSTANDING
		2681.00	101-0000-2252-000-000000			GROUP ANNUITY 08/12/22 PAYROLL	OH DFRD 08/12/22		

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		14429.49	209-0000-2252-000-000000			GROUP ANNUITY 08/12/22 PAYROLL		
		5920.46	210-0000-2252-000-000000			GROUP ANNUITY 08/12/22 PAYROLL		
		1665.00	204-0000-2252-000-000000			GROUP ANNUITY 08/12/22 PAYROLL		
		200.00	205-0000-2252-000-000000			GROUP ANNUITY 08/12/22 PAYROLL		
		265.00	207-0000-2252-000-000000			GROUP ANNUITY 08/12/22 PAYROLL		
4	82196	\$284.59 284.59	08/17/22 209-PD00-5341-000-000000	PD000		156 ERIC RYAN IPTM TRAFFIC CRASH RECONSTRUCT	RYAN 7/29/22	S OUTSTANDING
4	82197	\$6750.00 1928.75 4383.75 43.75 193.75 200.00	08/17/22 209-0000-2252-000-000000 210-0000-2252-000-000000 211-0000-2252-000-000000 204-0000-2252-000-000000 508-0000-2252-000-000000	01329		0 SECURITY BENEFIT GROUP 611021 DFRD COMP 08/12/22 611021 DFRD COMP 08/12/22 611021 DFRD COMP 08/12/22 611021 DFRD COMP 08/12/22 611021 DFRD COMP 08/12/22	611021 08/12/2022	S OUTSTANDING
4	82198	\$6997.92 428.35 679.98 77.58 605.95 25.86 51.72 235.63 76.19 76.19 2603.80 1500.31 636.36	08/17/22 101-AD00-5502-000-000000 101-CD00-5502-000-000000 101-SV00-5502-000-000000 203-RD00-5502-000-000000 205-CE00-5502-000-000000 207-SR00-5502-000-000000 207-TV00-5502-000-000000 209-DS00-5502-000-000000 210-DS00-5502-000-000000 209-PD00-5502-000-000000 210-FD00-5502-000-000000 211-EM00-5502-000-000000	00577		0 VERIZON WIRELESS CELL PHONE 07/09/22-08/08/22 CELL PHONE 07/09/22-08/08/22 CELL PHONE 07/09/22-08/08/22 CELL PHONE 07/09/22-08/08/22 CELL PHONE 07/09/22-08/08/22 CELL PHONE 07/09/22-08/08/22 CELL PHONE 07/09/22-08/08/22 CELL PHONE 07/09/22-08/08/22 CELL PHONE 07/09/22-08/08/22 CELL PHONE 07/09/22-08/08/22 CELL PHONE 07/09/22-08/08/22 CELL PHONE 07/09/22-08/08/22 CELL PHONE 07/09/22-08/08/22	9913002930	S OUTSTANDING
4	165168	\$534.00 534.00	08/15/22 201-RD01-5455-000-000000	00002		0 A & A SAFETY, INC. ALUM BLANKS (6)	185613	T CLEARED
4	165169	\$168.00 56.00 45.92 7.84 53.76 4.48	08/15/22 201-RD00-5353-000-000000 209-PD00-5353-000-000000 101-AD00-5353-000-000000 201-RD00-5353-000-000000 101-CD00-5353-000-000000	01532		0 A-PLUS CONCRETE & EXCAVATION LLC AUTUMN GLEN TOPSOIL 2 YDS SSC TOPSOIL SSC TOPSOIL SSC TOPSOIL	9107 9108	T CLEARED
4	165170	\$3547.13 182.84 36.57 12.19 121.89 97.52 36.57 237.68 36.57 73.14	08/15/22 101-AD00-5319-000-000000 101-AD02-5319-000-000000 101-AD03-5319-000-000000 101-CD00-5319-000-000000 101-PK00-5319-000-000000 101-SV00-5319-000-000000 204-RD00-5319-000-000000 205-CE00-5319-000-000000 207-TV00-5319-000-000000	00012		0 ADP, INC. PAY END 07/09/22 - 07/23/22 PAY END 07/09/22 - 07/23/22 PAY END 07/09/22 - 07/23/22 PAY END 07/09/22 - 07/23/22 PAY END 07/09/22 - 07/23/22 PAY END 07/09/22 - 07/23/22 PAY END 07/09/22 - 07/23/22 PAY END 07/09/22 - 07/23/22 PAY END 07/09/22 - 07/23/22	611947462	T CLEARED

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		1212.84	209-PD00-5319-000-000000			PAY END 07/09/22 - 07/23/22			
		1225.04	210-FD00-5319-000-000000			PAY END 07/09/22 - 07/23/22			
		30.47	211-EM00-5319-000-000000			PAY END 07/09/22 - 07/23/22			
		36.57	508-RD88-5319-000-000000			PAY END 07/09/22 - 07/23/22			
		103.62	209-DS00-5319-000-000000			PAY END 07/09/22 - 07/23/22			
		103.62	210-DS00-5319-000-000000			PAY END 07/09/22 - 07/23/22			
4	165171	\$239.92	08/15/22	03800		0 ADW ACQUISITIONS LLC			T CLEARED
		271.92	209-PD00-5351-000-000000			UNIT 1713 BATTERY	17605923		
		32.00-	209-PD00-5351-000-000000			CREDITS INV 17494627	17499165		
4	165172	\$911.30	08/15/22	03337		0 AIRGAS, INC.			T CLEARED
		429.76	211-EM00-5455-000-000000			OXYGEN USE JUN 22	9989251338		
		481.54	211-EM00-5455-000-000000			OXYGEN USE JUN 22	9126434306		
4	165173	\$61.16	08/15/22	02035		0 AL-JOE'S INC			T CLEARED
		30.58	210-FD00-5455-000-000000			STIHL BAR CHAINSAW OIL STOCK	924677		
		30.58	211-EM00-5455-000-000000			STIHL BAR CHAINSAW OIL STOCK			
4	165174	\$39.00	08/15/22	03455		0 ALLCRAFT MARINE & R.V. CENTER INC			T CLEARED
		39.00	211-EM00-5352-000-000000			BT71 HONDA IMPELLER MOTOR KIT	2800		
4	165175	\$2381.23	08/15/22	03174		0 AMAZON FULLFILLMENT SERVICES INC.			T CLEARED
		38.97	211-EM00-5455-000-000000			ALL MEDIC UNIT PHONE CHARGER 5	11WJ-KMMX-K6F7		
		84.95	211-EM00-5455-000-000000			ALL MEDIC UNIT PHONE CASES (5)	1XFD-HDM7-CV7Y		
		38.94	210-FD00-5401-000-000000			STA 71 HDMI CABLE AND 3 PORT	1CMM-X6FF-Y6CG		
		38.94	211-EM00-5401-000-000000			STA 71 HDMI CABLE AND 3 PORT			
		12.85	210-FD00-5401-000-000000			STA 71 HDMI SPLITTER	1YH6-FYGP-TDQP		
		12.86	211-EM00-5401-000-000000			STA 71 HDMI SPLITTER			
		109.28	210-FD00-5451-000-000000			STA 71 CARPET CHAIR MATS	1LJ4-1LJH-LW7C		
		109.28	211-EM00-5451-000-000000			STA 71 CARPET CHIR MATS			
		298.00	101-CD00-5401-000-000000			CHAIR FLOOR MAT	1LJFQRWKYJRR		
		70.00	101-CD00-5451-000-000000			3M LAMINATOR KIT	19W6RDMP1TN4		
		197.97	211-EM00-5451-000-000000			BROTHER TN-223 TONER CARTRIDGE	1D1P-GXPV-MJJM		
		197.98	210-FD00-5451-000-000000			BROTHER TN-223 TONER CARTRIDGE			
		82.32	101-AD00-5451-000-000000			OTTERBOX CASE/MOUSE/BATTERIES	1KXR-W3V4-TMPP		
		186.00	210-FD00-5455-000-000000			ICE MAKER CARTRIDGES	1LNN-TDDN-QFD3		
		186.00	211-EM00-5455-000-000000			ICE MAKER CARTRIDGES			
		68.97	210-FD00-5455-000-000000			IPHONE CASES FIRE INSPECTION	196D-QML4-XY7V		
		399.98	209-PD00-5401-000-000000			DESKTOP SCANNER (2)	1CDK-TP3N-N9RN		
		65.99	209-PD00-5451-000-000000			REPLACE DAMAGED WHITEBOARD	116Y-VCGH-HQTK		
		59.97	209-PD00-5401-000-000000			WEBCAM ARGMAO 1080PHD (3)	1D99-KC4L-3JWR		
		121.98	209-PD00-5451-000-000000			OFFICE SUPPLIES	1RR1-PNRT-H7GN		
4	165176	\$1631.45	08/15/22	02380		0 ANJITA, INC.			T CLEARED
		134.10	210-FD00-5472-000-000000			DRY CLEANING JUL 22	2022612022631-360		
		134.10	211-EM00-5472-000-000000			DRY CLEANING JUL 22			
		128.61	210-FD00-5472-000-000000			DRY CLEANING JUL 22	2022712022731-360		
		128.64	211-EM00-5472-000-000000			DRY CLEANING JUL 22			
		419.50	209-PD00-5472-000-000000			DRY CLEANING JUL 22	2022712022731-361		

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		686.50	209-PD00-5472-000-000000			DRY CLEANING JUN 22	2022612022631-361	
4	165177	\$359.00 179.50 179.50	08/15/22 209-DS00-5341-000-000000 210-DS00-5341-000-000000	01681		0 APCO INTERNATIONAL, INC. PSTI TRNG/CERTIFICATION-LUTZ PSTI TRNG/CERTIFICATION-LUTZ	904634	T CLEARED
4	165178	\$6823.70 4680.06 984.00 552.73 470.51 136.40	08/15/22 201-RD00-5472-000-000000 101-PK00-5472-000-000000 101-SV99-5472-000-000000 205-CE00-5472-000-000000 101-SV00-5472-000-000000	00062		0 ARAMARK CONTRACT RESOLUTION CONTRACT RESOLUTION CONTRACT RESOLUTION CONTRACT RESOLUTION CONTRACT RESOLUTION	SETTLEMENT	T CLEARED
4	165179	\$3761.25 3173.30 70.00 517.95	08/15/22 211-EM00-5352-000-000000 211-EM00-5352-000-000000 211-EM00-5352-000-000000	00681		0 BEST ONE TIRE & SERVICE OF MID AMERICA INC. VEH 319 TIRES - ALL TIRES VEH 319 TIRES VEH 319 REAR TIRES	5010002404 1165067 1169795	T CLEARED
4	165180	\$45.00 45.00	08/15/22 201-RD00-5323-000-000000	00117		0 BETHESDA HEALTHCARE INC. PRE EMP DRUG SCREEN-STONEROOK	9920-416115	T CLEARED
4	165181	\$139.98 69.99 69.99	08/15/22 209-PD00-5351-000-000000 209-PD00-5351-000-000000	03381		0 AAA CLUB ALLIANCE INC CAR CARE UNIT 1820 ALIGNMENT UNIT 1624 ALIGNMENT	112036525 112063559	T CLEARED
4	165182	\$265.00 265.00	08/15/22 201-RD00-5355-000-000000	00123		0 BOBCAT ENTERPRISES INC. DITCH BUCKET RENTAL	R49179	T CLEARED
4	165183	\$13647.42 139.32 9785.40 3722.70	08/15/22 211-EM00-5455-000-000000 211-EM00-5455-000-000000 211-EM00-5455-000-000000	00126		0 BOUND TREE MEDICAL LLC. EMS BULK ORDER EMS BULK ORDER EMS BULK ORDER	84633407 84629323 84631467	T CLEARED
4	165184	\$22198.00 16198.00 3000.00 3000.00	08/15/22 207-TV00-5705-000-000000 207-TV00-5705-000-000000 207-TV00-5705-000-000000	03319		0 CASTUS CORPORATION CIP 1709 CLOSED CAPTIONING ROKU CHANNEL - ONE TIME FFE AMAZON CHANNEL - ONE TIME FEE	1644	T CLEARED
4	165185	\$2195.00 2195.00	08/15/22 207-TV00-5319-000-000000	03859		0 CLASS INTERCOM LLC SOCIAL MEDIA MANAGEMENT	1763	T CLEARED
4	165186	\$218.88 218.88	08/15/22 101-AD00-5372-000-000000	00192		0 OHIO NEWSPAPERS INC LEGAL AD RES 21-2022	I0075466207172022	T CLEARED
4	165187	\$400.00 400.00	08/15/22 209-PD00-5323-000-000000	00211		0 DAUM & ASSOCIATES PRE EMP PSYCH TEST-HILL	22-0707-WC1	T CLEARED
4	165188	\$521.40 454.40 32.83	08/15/22 209-PD00-5319-000-000000 101-AD00-5319-000-000000	02936		0 DOCUMENT DESTRUCTION DOCUMENT SHREDDING SHRED (FIN, FD, DS, HR) AUG 22	154927 154959	T CLEARED

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		16.75	210-FD00-5319-000-000000			SHRED (FIN, FD, DS, HR) AUG 22		
		8.71	209-DS00-5319-000-000000			SHRED (FIN, FD, DS, HR) AUG 22		
		8.71	210-DS00-5319-000-000000			SHRED (FIN, FD, DS, HR) AUG 22		
4	165189	\$607.50	08/15/22	03823		0 E-TECHNOLOGIES GROUP INC		T CLEARED
		607.50	101-AD00-5319-000-000000			IT SUPPORT-OPEN DATA PLATFORM	INV-11414	
4	165190	\$208.36	08/15/22	00235		0 ECON-O-WISE RENTAL		T CLEARED
		162.74	205-CE00-5356-000-000000			HEDGE TRIMMER BLADES	288069	
		45.62	101-PK00-5356-000-000000			EXMARK MOWER BELT	287200	
4	165191	\$744.57	08/15/22	03351		0 EMERSON DESIGN, LLC		T CLEARED
		372.29	210-FD00-5319-000-000000			FIRE RESPONSE TIME ANALYSIS	022201-002	
		372.28	211-EM00-5319-000-000000			FIRE RESPONSE TIME ANALYSIS		
4	165192	\$60.16	08/15/22	02795		0 EQUIFAX INFORMATION SERVICES, LLC		T CLEARED
		60.16	209-PD00-5319-000-000000			TERMINAL FEES - JULY 22	2052873607	
4	165193	\$414.15	08/15/22	00250		0 EXTERMITAL TERMITE & PEST CONTROL		T CLEARED
		45.00	210-FD00-5506-000-000000			STA 71 PEST CONTROL JUL 22	881595	
		45.00	211-EM00-5506-000-000000			STA 71 PEST CONTROL JUL 22		
		17.50	210-FD00-5506-000-000000			STA 72 PEST CONTROL JUL 22	881664	
		17.50	211-EM00-5506-000-000000			STA 72 PEST CONTROL JUL 22		
		17.50	210-FD00-5506-000-000000			STA 72 PEST CONTROL MAY 22	876038	
		17.50	211-EM00-5506-000-000000			STA 72 PEST CONTROL MAY 22		
		15.00	210-FD00-5506-000-000000			STA 74 PEST CONTROL MAY 22	876007	
		15.00	211-EM00-5506-000-000000			STA 74 PEST CONTROL MAY 22		
		45.00	210-FD00-5506-000-000000			STA 71 PEST CONTROL AUG 22	882409	
		45.00	211-EM00-5506-000-000000			STA 71 PEST CONTROL AUG 22		
		17.50	210-FD00-5506-000-000000			STA 72 PEST CONTROL AUG 22	882465	
		17.50	211-EM00-5506-000-000000			STA 72 PEST CONTROL AUG 22		
		15.00	210-FD00-5506-000-000000			STA 74 PEST CONTROL AUG 22	882432	
		15.00	211-EM00-5506-000-000000			STA 74 PEST CONTROL AUG 22		
		22.50	210-FD00-5506-000-000000			STA 73 PEST CONTROL AUG 22	882454	
		22.50	211-EM00-5506-000-000000			STA 73 PEST CONTROL AUG 22		
		24.15	101-PK04-5353-000-000000			KP CABIN PEST CONTROL JUL 22	882103	
4	165194	\$271.79	08/15/22	03763		0 THE FECHHEIMER BROTHERS COMPANY		T CLEARED
		16.11	270-PD00-5472-000-000000			FULLER - SHIPPING	0872101	
		243.42	270-PD00-5472-000-000000			HONOR GUARD UNIFORMS	0903001	
		12.26	270-PD00-5472-000-000000			FULLER - SHIPPING	0872462	
4	165195	\$640.00	08/15/22	00148		0 FINN ALL SEASONS		T CLEARED
		160.00	101-PK00-5455-000-000000			ROUND UP QUICK PRO	296522	
		160.00	508-RD88-5455-000-000000			ROUND UP QUICK PRO		
		160.00	201-RD00-5455-000-000000			ROUND UP QUICK PRO		
		160.00	205-CE00-5353-000-000000			ROUND UP QUICK PRO		
4	165196	\$28.70	08/15/22	00264		0 FIRE SAFETY SERVICES INC.		T CLEARED
		14.35	210-FD00-5604-000-000000			BORNEMAN RETIREMENT NAMEPLATE	123106	

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		14.35	211-EM00-5604-000-000000			BORNEMAN RETIREMENT NAMEPLATE		
4	165197	\$727.48	08/15/22	02825		0 FIRST CHOICE COFFEE SERVICES		T CLEARED
		113.67	201-RD00-5453-000-000000			RD COFFEE SERVICE	249978	
		176.28	210-FD00-5453-000-000000			COFFEE AND SUPPLIES JUL 22	250019	
		176.27	211-EM00-5453-000-000000			COFFEE AND SUPPLIES JUL 22		
		147.59	209-PD00-5453-000-000000			COFFEE	250023	
		113.67	101-AD00-5453-000-000000			COFFEE	250022	
4	165198	\$10197.45	08/15/22	00277		0 GALLS, LLC		T CLEARED
		42.50	210-FD00-5472-000-000000			HANIFEN CLASS A SHOE	021687560	
		42.50	211-EM00-5472-000-000000			HANIFEN CLASS A SHOE		
		61.99	210-FD00-5472-000-000000			HANIFEN UNIFORM SHIRT (2)	021687560-A	
		61.99	211-EM00-5472-000-000000			HANIFEN UNIFORM SHIRT (2)		
		32.42	210-FD00-5472-000-000000			HANSBAUER UNIFORM SHIRT (1)	021703282	
		32.41	211-EM00-5472-000-000000			HANSBAUER UNIFORM SHIRT (1)		
		24.39	210-FD00-5472-000-000000			HARPER UNIFORM RIGGERS BELT	021703304	
		24.40	211-EM00-5472-000-000000			HARPER UNIFORM RIGGERS BELT		
		70.13	210-FD00-5472-000-000000			KLAIBER CLASS B SHIRTS (2)	021479847	
		70.13	211-EM00-5472-000-000000			KLAIBER CLASS B SHIRTS (2)		
		58.50	210-FD00-5472-000-000000			EDRINGTON STATION BOOT	021479849-A	
		58.50	211-EM00-5472-000-000000			EDRINGTON STATION BOOT		
		24.00	210-FD00-5472-000-000000			EDRINGTON CLASS B BELT	021479849-B	
		23.99	211-EM00-5472-000-000000			EDRINGTON CLASS B BELT		
		75.00	210-FD00-5472-000-000000			EDRINGTON CLASS B PANTS (2)	021479849-C	
		75.00	211-EM00-5472-000-000000			EDRINGTON CLASS B PANTS (2)		
		2.50	210-FD00-5472-000-000000			SHIPPING	021479849-D	
		2.50	211-EM00-5472-000-000000			SHIPPING		
		88.87	210-FD00-5472-000-000000			DOERGER STATION BOOT	021483146	
		88.87	211-EM00-5472-000-000000			DOERGER STATION BOOT		
		88.51	210-FD00-5472-000-000000			SIKKEMA SATION BOOT	021483147	
		88.51	211-EM00-5472-000-000000			SIKKEMA SATION BOOT		
		64.42	210-FD00-5472-000-000000			WALDROFF UNIFORM SHIRT (2)	021719599	
		64.38	211-EM00-5472-000-000000			WALDROFF UNIFORM SHIRT (2)		
		79.14	210-FD00-5472-000-000000			ASBROCK UNIFORM PANT (3)	021543897	
		79.15	211-EM00-5472-000-000000			ASBROCK UNIFORM PANT (3)		
		26.56	210-FD00-5472-000-000000			NEWLIN UNIFORM PANT (1)	021543940	
		26.55	211-EM00-5472-000-000000			NEWLIN UNIFORM PANT (1)		
		26.76	210-FD00-5472-000-000000			MUNOZ UNIFORM PANT (1)	021543941	
		26.77	211-EM00-5472-000-000000			MUNOZ UNIFORM PANT (1)		
		36.17	210-FD00-5472-000-000000			HARPER UNIFORM SHIRT (1)	0215266801	
		36.16	211-EM00-5472-000-000000			HARPER UNIFORM SHIRT (1)		
		64.83	210-FD00-5472-000-000000			DIESEL UNIFORM SHIRT (2)	021526820	
		64.83	211-EM00-5472-000-000000			DIESEL UNIFORM SHIRT (2)		
		52.00	210-FD00-5472-000-000000			DIESEL UNIFORM PANT (2)	021526820-1	
		52.00	211-EM00-5472-000-000000			DIESEL UNIFORM PANT (2)		
		34.99	210-FD00-5472-000-000000			BAUSANO UNIFORM SHIRT (1)	021526871	
		34.99	211-EM00-5472-000-000000			BAUSANO UNIFORM SHIRT (1)		
		64.83	210-FD00-5472-000-000000			RIGSBY UNIFORM SHIRT (2)	021526957	
		64.83	211-EM00-5472-000-000000			RIGSBY UNIFORM SHIRT (2)		

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WO #		AMOUNT	G/L ACCT #			DESCRIPTION		TYPE INV VEND
		52.00	210-FD00-5472-000-000000			RIGSBY UNIFORM PANT (2)	021526957-1	
		52.00	211-EM00-5472-000-000000			RIGSBY UNIFORM PANT (2)		
		64.83	210-FD00-5472-000-000000			MOBERLY UNIFORM SHIRT (2)	021526985	
		64.83	211-EM00-5472-000-000000			MOBERLY UNIFORM SHIRT (2)		
		64.11	210-FD00-5472-000-000000			JUNG UNIFORM SHIRT (2)	021527190	
		64.12	211-EM00-5472-000-000000			JUNG UNIFORM SHIRT (2)		
		104.00	210-FD00-5472-000-000000			JUNG UNIFORM PANT (4)	021527190-1	
		104.00	211-EM00-5472-000-000000			JUNG UNIFORM PANT (4)		
		24.43	210-FD00-5472-000-000000			WALDROFF RIGGERS BELT (1)	021682164	
		24.42	211-EM00-5472-000-000000			WALDROFF RIGGERS BELT (1)		
		11.61	210-FD00-5472-000-000000			HELLWEG CLASS B BELT	021502447-A	
		11.61	211-EM00-5472-000-000000			HELLWEG CLASS B BELT		
		31.17	210-FD00-5472-000-000000			HELLWEG CLASS B SHIRT (1)	021502447-C	
		31.16	211-EM00-5472-000-000000			HELLWEG CLASS B SHIRT (1)		
		54.50	210-FD00-5472-000-000000			HELLWEG CLASS B PANTS	021502447-D	
		54.50	211-EM00-5472-000-000000			HELLWEG CLASS B PANTS		
		64.83	210-FD00-5472-000-000000			MOBERLY CLASS B SHIRTS (2)	021502485	
		64.83	211-EM00-5472-000-000000			MOBERLY CLASS B SHIRTS (2)		
		75.13	210-FD00-5472-000-000000			RICHEY CLASS B POLOS (2)	021502486	
		75.13	211-EM00-5472-000-000000			RICHEY CLASS B POLOS (2)		
		63.69	210-FD00-5472-000-000000			ALVIS CLASS B SHIRTS (2)	021502488	
		63.68	211-EM00-5472-000-000000			ALVIS CLASS B SHIRTS (2)		
		62.83	210-FD00-5472-000-000000			MOHR CLASS B SHIRTS (2)	021502489	
		62.83	211-EM00-5472-000-000000			MOHR CLASS B SHIRTS (2)		
		64.83	210-FD00-5472-000-000000			WITTE CLASS B SHIRTS (2)	021502490	
		64.83	211-EM00-5472-000-000000			WITTE CLASS B SHIRTS (2)		
		64.25	210-FD00-5472-000-000000			HESS CLASS B PANTS (2)	021489783	
		64.24	211-EM00-5472-000-000000			HESS CLASS B PANTS (2)		
		64.49	210-FD00-5472-000-000000			HANIFEN CLASS A SS SHIRTS (2)	021489784	
		64.49	211-EM00-5472-000-000000			HANIFEN CLASS A SS SHIRTS (2)		
		90.83	210-FD00-5472-000-000000			OBMALAY CLASS B SHIRTS-2 PANTS	021489785	
		90.83	211-EM00-5472-000-000000			OBMALAY CLASS B SHIRTS-2 PANTS		
		179.16	210-FD00-5472-000-000000			BARNHORST CLASS B SHIRT-4 PANT	021489793	
		179.16	211-EM00-5472-000-000000			BARNHORST CLASS B SHIRT-4 PANT		
		64.83	210-FD00-5472-000-000000			DIESEL CLASS B SHIRTS (2)	021489797	
		64.83	211-EM00-5472-000-000000			DIESEL CLASS B SHIRTS (2)		
		31.87	210-FD00-5472-000-000000			MCGINNIS CLASS B SHIRT (1)	021489798	
		31.86	211-EM00-5472-000-000000			MCGINNIS CLASS B SHIRT (1)		
		231.16	210-FD00-5472-000-000000			COMBS CLASS B SHIRTS-4 PANTS-4	021489799	
		231.16	211-EM00-5472-000-000000			COMBS CLASS B SHIRTS-4 PANTS-4		
		52.00	210-FD00-5472-000-000000			WALDROFF UNIFORM PANT (2)	021719599-1	
		52.00	211-EM00-5472-000-000000			WALDROFF UNIFORM PANT (2)		
		72.69	210-FD00-5472-000-000000			DEPARTMENT SUPPLIED MENS POLOS	021479799	
		72.69	211-EM00-5472-000-000000			DEPARTMENT SUPPLIED MENS POLOS		
		77.50	210-FD00-5472-000-000000			ELDER CLASS B PANTS (2)	021479845	
		77.50	211-EM00-5472-000-000000			ELDER CLASS B PANTS (2)		
		33.67	210-FD00-5472-000-000000			JOHANSING CLASS B SHIRT (1)	021502521	
		33.66	211-EM00-5472-000-000000			JOHANSING CLASS B SHIRT (1)		
		34.79	210-FD00-5472-000-000000			MUNOZ CLASS B SHIRT	021502916	
		34.79	211-EM00-5472-000-000000			MUNOZ CLASS B SHIRT		

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WO #		AMOUNT	G/L ACCT #			DESCRIPTION		TYPE INV VEND
		37.50	210-FD00-5472-000-000000			FOX CLASS B PANTS (1)	021502917-B	
		37.50	211-EM00-5472-000-000000			FOX CLASS B PANTS (1)		
		28.50	210-FD00-5472-000-000000			FOX CLASS B CARGO PANTS (1)	021502917-C	
		28.50	211-EM00-5472-000-000000			FOX CLASS B CARGO PANTS (1)		
		95.32	210-FD00-5472-000-000000			FENECH CLASS B SHIRTS/PANTS (2)	021502927	
		95.32	211-EM00-5472-000-000000			FENECH CLASS B SHIRTS/PANTS (2)		
		64.83	210-FD00-5472-000-000000			SHELTON CLASS B SHIRTS (2)	021502943	
		64.83	211-EM00-5472-000-000000			SHELTON CLASS B SHIRTS (2)		
		64.83	210-FD00-5472-000-000000			WISSELL CLASS B SHIRTS (2)	021502945	
		64.83	211-EM00-5472-000-000000			WISSELL CLASS B SHIRTS (2)		
		64.83	210-FD00-5472-000-000000			MILLER CLASS B SHIRTS (2)	021502946	
		64.83	211-EM00-5472-000-000000			MILLER CLASS B SHIRTS (2)		
		70.13	210-FD00-5472-000-000000			COX CLASS B SHIRTS (2)	021502952	
		70.13	211-EM00-5472-000-000000			COX CLASS B SHIRTS (2)		
		18.99	210-FD00-5472-000-000000			WISSELL - NAME PLATES (3)	021502978	
		18.98	211-EM00-5472-000-000000			WISSELL - NAME PLATES (3)		
		64.83	210-FD00-5472-000-000000			LUCKEY CLASS B SHIRTS (2)	021514447	
		64.83	211-EM00-5472-000-000000			LUCKEY CLASS B SHIRTS (2)		
		69.02	210-FD00-5472-000-000000			NEWLIN CLASS B SHIRTS (2)	021514457	
		69.01	211-EM00-5472-000-000000			NEWLIN CLASS B SHIRTS (2)		
		103.95	210-FD00-5472-000-000000			LUDWIG CLASS B SHIRTS (3)	021514502	
		103.94	211-EM00-5472-000-000000			LUDWIG CLASS B SHIRTS (3)		
		64.83	210-FD00-5472-000-000000			COMBS CLASS B SHIRTS (2)	021514522	
		64.83	211-EM00-5472-000-000000			COMBS CLASS B SHIRTS (2)		
		107.61	210-FD00-5472-000-000000			LAUSE CLASS B BELT/SHIRTS (3)	021514528	
		107.60	211-EM00-5472-000-000000			LAUSE CLASS B BELT/SHIRTS (3)		
		64.83	210-FD00-5472-000-000000			CHANEY CLASS B SHIRTS (2)	021514893	
		64.83	211-EM00-5472-000-000000			CHANEY CLASS B SHIRTS (2)		
		70.13	210-FD00-5472-000-000000			ZIMMER CLASS B SHIRTS (2)	021514895	
		70.13	211-EM00-5472-000-000000			ZIMMER CLASS B SHIRTS (2)		
		62.33	210-FD00-5472-000-000000			DEThERAGE CLASS B SHIRTS (2)	021515047-A	
		62.33	211-EM00-5472-000-000000			DEThERAGE CLASS B SHIRTS (2)		
		54.50	210-FD00-5472-000-000000			DEThERAGE CLASS B CARGO PANTS	021515047-B	
		54.50	211-EM00-5472-000-000000			DEThERAGE CLASS B CARGO PANTS		
		27.31	210-FD00-5472-000-000000			WILSON CLASS B CARGO PANTS	021549513	
		27.30	211-EM00-5472-000-000000			WILSON CLASS B CARGO PANTS		
		60.10	210-FD00-5472-000-000000			ANDREWS STATION BOOT	021550433	
		60.09	211-EM00-5472-000-000000			ANDREWS STATION BOOT		
		54.50	210-FD00-5472-000-000000			MOBERLY CLASS B CARGO PANTS (2)	021550452	
		54.50	211-EM00-5472-000-000000			MOBERLY CLASS B CARGO PANTS (2)		
		887.00	270-PD00-5472-000-000000			BRENNER BALLISTIC VEST	BC1633709	
		25.19	210-FD00-5472-000-000000			WILSON RAPELLING BELT	021553602	
		25.19	211-EM00-5472-000-000000			WILSON RAPELLING BELT		
		26.83	210-FD00-5472-000-000000			ROESCH CLASS B CARGO PANTS (1)	021553618	
		26.83	211-EM00-5472-000-000000			ROESCH CLASS B CARGO PANTS (1)		
		78.13	210-FD00-5472-000-000000			WISSELL - CLASS A HAT BANDS (1)	021550295	
		78.12	211-EM00-5472-000-000000			WISSELL - CLASS A HAT BANDS (1)		
		94.30	210-FD00-5472-000-000000			MOBERLY STATION BOOT	021587323	
		94.30	211-EM00-5472-000-000000			MOBERLY STATION BOOT		
		38.63	209-PD00-5472-000-000000			CLEMENTS-NAMEPLATES/PIN	BC1659250	

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		70.13	210-FD00-5472-000-000000			LUDWIG CLASS B SHIRTS (2)	021592408	
		70.13	211-EM00-5472-000-000000			LUDWIG CLASS B SHIRTS (2)		
		145.53	209-PD00-5472-000-000000			HERZOG HAT	BC1672900	
		26.55	210-FD00-5472-000-000000			BRADFORD CLASS B CARGO PANTS	021611812	
		26.54	211-EM00-5472-000-000000			BRADFORD CLASS B CARGO PANTS		
		112.55	209-PD00-5472-000-000000			GATTERMEYER-CARRIER	BC1669595	
		31.43	210-FD00-5472-000-000000			CHEESMAN CLASS B SHIRT (1)	021623527	
		31.43	211-EM00-5472-000-000000			CHEESMAN CLASS B SHIRT (1)		
		89.49	210-FD00-5472-000-000000			HANAUER CLASS A PANTS (2)	021628934	
		89.49	211-EM00-5472-000-000000			HANAUER CLASS A PANTS (2)		
		62.33	210-FD00-5472-000-000000			FOX CLASS B SHIRTS (2)	021502917	
		62.33	211-EM00-5472-000-000000			FOX CLASS B SHIRTS (2)		
4	165199	\$1495.48	08/15/22	00280		0 GATEWAY TIRE COMPANY INC.		T CLEARED
		1064.60	201-RD00-5351-000-000000			TRUCK U26 TIRES (4)	30-415290	
		264.96	201-RD00-5351-000-000000			TRUCK U16 TIRES (2)	30-415721	
		82.96	210-FD00-5352-000-000000			VEH 1009-2 265/70/17 TIRE	30-414627	
		82.96	211-EM00-5352-000-000000			VEH 1009-2 265/70/17 TIRE		
4	165200	\$652.47	08/15/22	03447		0 HERITAGE FIRE EQUIPMENT LLC		T CLEARED
		183.02	210-FD00-5351-000-000000			VEH 610 ELECTRONIC FILTER	1889	
		469.45	210-FD00-5352-000-000000			VEH 610 HYDRAULIC AXLE	6045	
4	165201	\$638.46	08/15/22	00332		0 INDUSTRIAL COMMUNICATION & SOUND		T CLEARED
		638.46	209-PD00-5401-000-000000			PD VEH BUILDING ACCESS CARDS	IC-126341	
4	165202	\$1764.16	08/15/22	00366		0 KAFFENBARGER TRUCK EQUIPMENT CO.		T CLEARED
		785.00	201-RD00-5351-000-000000			TRUCK 5 COMPUTER MODULE	801522	
		979.16	201-RD00-5351-000-WINTER			SALT TRUCKS SPINNER MOTORS (4)	801605	
4	165203	\$382.23	08/15/22	02655		0 KIMBALL MIDWEST		T CLEARED
		382.23	201-RD00-5351-000-000000			FITTINGS/SCREWS	100145172	
4	165204	\$422.62	08/15/22	01462		0 LANGUAGE LINE SERVICES		T CLEARED
		422.62	209-PD00-5319-000-000000			INTERPRETER SERVICES JUL 22	10596427	
4	165205	\$700.98	08/15/22	03062		0 LEXIS NEXIS RISK DATA MANAGEMENT		T CLEARED
		700.98	209-PD00-5317-000-000000			ONLINE CHARGE - JUL 22	1591256-20220731	
4	165206	\$900.00	08/15/22	00410		0 MCGILL SMITH PUNSHON INC.		T CLEARED
		900.00	101-AD00-5319-000-000000			BECKETT PARK RECREATION DESIGN	45958	
4	165207	\$137.60	08/15/22	02441		0 MENARD, INC.		T CLEARED
		68.80	210-FD00-5354-000-000000			STA 71 DRY WALL REPAIR	25679	
		68.80	211-EM00-5354-000-000000			STA 71 DRY WALL REPAIR		
4	165208	\$5984.36	08/15/22	00201		0 MOBILCOMM INC		T CLEARED
		5984.36	210-FD00-5701-000-000000			CIP 1666 STATION ALERTING	1050321	
4	165209	\$2329.00	08/15/22	02145		0 MODERN SHEET METAL WORKS, INC.		T CLEARED

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		2329.00	210-FD00-5401-000-000000			VEH 1118 NEW HOSE BED COVER	59873	
4	165210	\$137.17 137.17	08/15/22 210-FD00-5352-000-000000	00439		0 MOORE INDUSTRIAL HARDWARE VEH 609-2 GAS STRUTS	 530920	T CLEARED
4	165211	\$8109.55 4924.95 3184.60	08/15/22 210-FD00-5706-000-000000 209-PD00-5401-000-000000	00442		0 MOTOROLA SOLUTIONS, INC. CIP 862 BRUSH TRUCK 71 MOBILE RADIO BATTERIES (20)	 16186305 16183938	T CLEARED
4	165212	\$253.00 253.00	08/15/22 101-PK04-5353-000-000000	00447		0 MURPHY SUPPLY COMPANY SOAP/AIR FRESHNER DISPENSER	 200362	T CLEARED
4	165213	\$564.25 171.14 16.70 35.24 40.19 74.02 61.51 134.99 30.46	08/15/22 211-EM00-5351-000-000000 210-FD00-5352-000-000000 201-RD00-5351-000-000000 201-RD00-5351-000-000000 101-PK00-5356-000-000000 101-PK00-5356-000-000000 209-PD00-5351-000-000000 209-PD00-5351-000-000000	03478		0 O'REILLY AUTO ENTERPRISES LLC VEH 319 AIR FILTERS VEH 815 PLASTIC RIVETS TRUCK U16 BRAKE PADS/HARDWARE TRUCK U16 BRAKE PADS/HARDWARE FORD TRACTOR BATTERY EXMARK MOWER BATTERY UNIT 1814 FRONT BRAKE UNIT 1823 BATTERY	 1738-170231 1738-146419 1738-175486 1738-175440 5638-211337 1738-177095 1738-178269 1738-176268	T CLEARED
4	165214	\$916.16 333.80 333.79 21.60 21.60 6.07 6.06 193.24	08/15/22 210-FD00-5451-000-000000 211-EM00-5451-000-000000 210-FD00-5451-000-000000 211-EM00-5451-000-000000 210-FD00-5451-000-000000 211-EM00-5451-000-000000 209-PD00-5451-000-000000	03831		0 ODP BUSINESS SOLUTIONS LLC OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES	 255545623001 254619848001 255545623002 258581544001	T CLEARED
4	165215	\$319.00 16.00 16.00 16.00 16.00 104.55 17.85 122.40 10.20	08/15/22 210-FD00-5401-000-000000 211-EM00-5401-000-000000 210-FD00-5355-000-000000 211-EM00-5355-000-000000 209-PD00-5353-000-000000 101-AD00-5353-000-000000 201-RD00-5353-000-000000 101-CD00-5353-000-000000	00474		0 ONE STOP TOOL RENTAL RENT TRAILOR FOR SCISSOR LIFT RENT TRAILOR FOR SCISSOR LIFT RENT TRAILER TO MOVE LIFT RENT TRAILER TO MOVE LIFT SSC STUMP GRINDER SSC STUMP GRINDER SSC STUMP GRINDER SSC STUMP GRINDER	 33627-1 33473-1 34686-1	T CLEARED
4	165216	\$59.50 29.75 29.75	08/15/22 210-FD00-5472-000-000000 211-EM00-5472-000-000000	02593		0 PHOENIX SAFETY OUTFITTERS UNIFORMS - RETURNED SIZING KIT UNIFORMS - RETURNED SIZING KIT	 SI-126276	T CLEARED
4	165217	\$228.00 228.00	08/15/22 209-PD01-5319-000-000000	03475		0 RED BARN KENNELS LLC RICO BOARD 7/15/22-7/23/22	 RICO 7/17/22	T CLEARED
4	165218	\$224.99 112.50	08/15/22 210-FD00-5453-000-000000	03265		0 MULTI SERVICE TECHNOLOGY SOLUTIONS, INC. DETHERAGE - RED WING #4293	 20220710029470	T CLEARED

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		112.49	211-EM00-5453-000-000000			DEThERAGE - RED WING #4293		
4	165219	\$1533.96	08/15/22	00505		0 RUMPKE OF OHIO INC.		T CLEARED
		30.20	210-FD00-5506-000-000000			STA 73 TRASH REMOVAL AUG 22	0229604	
		30.19	211-EM00-5506-000-000000			STA 73 TRASH REMOVAL AUG 22		
		34.53	210-FD00-5506-000-000000			STA 74 TRASH REMOVAL AUG 22	0322802	
		34.54	211-EM00-5506-000-000000			STA 74 TRASH REMOVAL AUG 22		
		31.30	210-FD00-5506-000-000000			STA 72 TRASH REMOVAL AUG 22	0348539	
		31.30	211-EM00-5506-000-000000			STA 72 TRASH REMOVAL AUG 22		
		34.45	210-FD00-5506-000-000000			STA 75 TRASH REMOVAL AUG 22	0320895	
		34.46	211-EM00-5506-000-000000			STA 75 TRASH REMOVAL AUG 22		
		62.62	101-PK04-5353-000-000000			KP SIGN DISPOSAL	0081541	
		1194.37	201-RD00-5506-000-000000			DISPOSE DEBRIS 23.12 TON		
		16.00	201-RD00-5506-000-000000			LAWN MOWER TIRE DISPOSAL (8)	0506195B	
4	165220	\$75.00	08/15/22	00508		0 SAFETY SHOE DISTRIBUTORS OF OKI INC		T CLEARED
		75.00	101-PK85-5472-000-000000			STONEROOK SEASONAL BOOTS PARKS	I200-21052702	
4	165221	\$130.06	08/15/22	00800		0 SIGNS BY TOMORROW		T CLEARED
		130.06	207-TV00-5371-000-000000			NAME THE SNOWPLOW SIGN BOARDS	21737	
4	165222	\$225.14	08/15/22	01208		0 SITEONE LANDSCAPE SUPPLY HOLDING LLC		T CLEARED
		92.31	209-PD00-5353-000-000000			SSC SEED & STRAW MATTING	121723003-001	
		15.76	101-AD00-5353-000-000000			SSC SEED & STRAW MATTING		
		108.07	201-RD00-5353-000-000000			SSC SEED & STRAW MATTING		
		9.00	101-CD00-5353-000-000000			SSC SEED & STRAW MATTING		
4	165223	\$1834.00	08/15/22	03228		0 SMYRNA READY MIX CONCRETE		T CLEARED
		856.00	201-RD00-5455-000-IHCLVT			AUTUMN GLEN BASIN FILL 8 YDS	1020266346	
		978.00	201-RD00-5455-000-IHCURB			AUTUMN GLEN CONCRETE 7 YDS	1020267575	
4	165224	\$202.54	08/15/22	00761		0 STAPLES INC		T CLEARED
		145.56	101-AD00-5451-000-000000			MANILA FOLDERS/PENS/POST-ITS	3513332926	
		21.07	101-HR00-5451-000-000000			POST-IT GREENER NOTES		
		35.91	201-RD00-5451-000-000000			OFFICE SUPPLIES	3513980362	
4	165225	\$465.80	08/15/22	01033		0 TENNANT SALES AND SERVICE COMPANY		T CLEARED
		16.10	201-RD00-5356-000-000000			7400 SWEEPER PARTS	918902813	
		449.70	201-RD00-5356-000-000000			7400 SWEEPER PARTS	918892492	
4	165226	\$3755.00	08/15/22	03219		0 TRI-STATE PUBLIC SAFETY		T CLEARED
		3755.00	209-PD00-5455-000-000000			BEAR LIGHT UPGRADE	2663	
4	165227	\$274.00	08/15/22	03189		0 OUTDOOR HOME SERVICES HOLDINGS LLC		T CLEARED
		62.50	210-FD00-5353-000-000000			STA 74 LAWN TREATMENT JUL 22	162107561	
		62.50	211-EM00-5353-000-000000			STA 74 LAWN TREATMENT JUL 22		
		27.50	210-FD00-5353-000-000000			STA 75 LAWN TREATMENT JUL 22	162093464	
		27.50	211-EM00-5353-000-000000			STA 75 LAWN TREATMENT JUL 22		
		23.50	210-FD00-5353-000-000000			STA 71 LAWN TREATMENT JUL 22	162120941	
		23.50	211-EM00-5353-000-000000			STA 71 LAWN TREATMENT JUL 22		

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 CHECK REGISTER
 DATE RANGE: 08/12/22 - 08/18/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	CHECK STATUS
		23.50	210-FD00-5353-000-000000			STA 71 LAWN TREATMENT JUN 22	159770821	
		23.50	211-EM00-5353-000-000000			STA 71 LAWN TREATMENT JUN 22		
4	165228	\$369.46	08/15/22	00573		0 VALLEY ASPHALT CORPORATION		T CLEARED
		369.46	201-RD00-5455-000-IHPAVE			448 ASPHALT 7.84 TON	77432	
4	165229	\$6703.40	08/15/22	00616		0 VANCE OUTDOORS, INC		T CLEARED
		6703.40	209-PD00-5455-000-000000			AMMUNITION .223 REM	3811625-IN	
4	165230	\$9938.06	08/15/22	02725		0 VERCOM SYSTEMS INC		T CLEARED
		3577.70	101-AD00-5483-000-000000			VOIP SUPPORT 5/18/22-5/17/23	INV-65681	
		99.38	101-CD00-5483-000-000000			VOIP SUPPORT 5/18/22-5/17/23		
		993.81	201-RD00-5483-000-000000			VOIP SUPPORT 5/18/22-5/17/23		
		198.76	207-TV00-5483-000-000000			VOIP SUPPORT 5/18/22-5/17/23		
		2882.04	209-PD00-5483-000-000000			VOIP SUPPORT 5/18/22-5/17/23		
		894.43	210-FD00-5483-000-000000			VOIP SUPPORT 5/18/22-5/17/23		
		894.43	211-EM00-5483-000-000000			VOIP SUPPORT 5/18/22-5/17/23		
		198.76	209-DS00-5483-000-000000			VOIP SUPPORT 5/18/22-5/17/23		
		198.75	210-DS00-5483-000-000000			VOIP SUPPORT 5/18/22-5/17/23		
4	165231	\$249.00	08/15/22	01361		0 VIRGINIA AIR DISTRIBUTORS INC.		T CLEARED
		65.75	101-AD00-5354-000-000000			THERMOSTAT PARTS-CIT GARAGE	42173245-00	
		69.68	101-AD00-5354-000-000000			THERMOSTAT PARTS-CIT GARAGE	42173259-00	
		113.57	101-AD00-5354-000-000000			THERMOSTAT PARTS-CIT GARAGE	42173309-00	
4	165232	\$6843.10	08/15/22	00583		0 VOGELPOHL FIRE EQUIPMENT, INC.		T CLEARED
		622.10	210-FD00-5705-000-000000			CIP 1671 2 CAIRNES 880 HELMET	4005037	
		622.10	210-FD00-5705-000-000000			CIP 1671 2 CAIRNES 880 HELMET	4005017	
		5598.90	210-FD00-5705-000-000000			CIP 1671 18 CAIRNES 880 HELMET	4005060	
4	165233	\$81.82	08/15/22	01387		0 WHITE CAP LP		T CLEARED
		81.82	201-RD00-5455-000-000000			WHITE MARKING PAINT & HARD HAT	10016506734	
4	165234	\$74.28	08/15/22	03029		0 WINSTEL CONTROLS INC		T CLEARED
		37.14	210-FD00-5354-000-000000			STA 71 NEW THERMOSTAT	1036503	
		37.14	211-EM00-5354-000-000000			STA 71 NEW THERMOSTAT		
4	165235	\$463.86	08/18/22	02422		0 AFSCME OHIO COUNCIL 8, LOCAL 3975		T CLEARED
		51.54	101-0000-2251-000-000000			UNION DUES 08/12/22 PAYROLL	08/12/22 DUES	
		12.87	209-0000-2251-000-000000			UNION DUES 08/12/22 PAYROLL		
		12.89	210-0000-2251-000-000000			UNION DUES 08/12/22 PAYROLL		
		12.89	211-0000-2251-000-000000			UNION DUES 08/12/22 PAYROLL		
		322.13	204-0000-2251-000-000000			UNION DUES 08/12/22 PAYROLL		
		25.77	508-0000-2251-000-000000			UNION DUES 08/12/22 PAYROLL		
		25.77	205-0000-2251-000-000000			UNION DUES 08/12/22 PAYROLL		
4	165236	\$1867.50	08/18/22	00754		0 F.O.P. LODGE #186		T CLEARED
		1867.50	209-0000-2251-000-000000			FOP LODGE 186 DUES 08/12/22	FOP 186 08/12/22	
4	165237	\$682.56	08/18/22	00757		0 FRATERNAL ORDER OF POLICE		T CLEARED

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 08/12/22 - 08/18/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS	
		518.32	209-0000-2251-000-000000			DISPATCHER UNION DUES 08/12/22	139558			
		164.24	210-0000-2251-000-000000			DISPATCHER UNION DUES 08/12/22				
4	165238	\$1955.00	08/18/22	03479		0 PRUDENTIAL RETIREMENT INSURANCE & ANNUITY CO		T	CLEARED	
		1955.00	210-0000-2252-000-000000			GROUP ANNUITY 08/12/22 PAYROLL	003518 08/12/22			
4	99220089	\$371.02	08/17/22	03159		0 CHARTER COMMUNICATIONS		W	CLEARED	
		371.02	207-TV00-5506-000-000000			PI DATA 8/8/22 - 9/7/22	0198858080822			
4	99220801	\$2847.00	08/16/22	00917		0 BWC		W	CLEARED	
		140.49	101-AD00-5224-000-000000			AUDIT 2022	1012619887			
		8.11	101-AD02-5224-000-000000			AUDIT 2022				
		1.25	101-AD03-5224-000-000000			AUDIT 2022				
		69.89	101-CD00-5224-000-000000			AUDIT 2022				
		20.05	101-PK00-5224-000-000000			AUDIT 2022				
		52.30	101-SV00-5224-000-000000			AUDIT 2022				
		141.92	204-RD00-5224-000-000000			AUDIT 2022				
		18.49	205-CE00-5224-000-000000			AUDIT 2022				
		39.39	207-TV00-5224-000-000000			AUDIT 2022				
		100.32	209-DS00-5224-000-000000			AUDIT 2022				
		1102.86	209-PD00-5224-000-000000			AUDIT 2022				
		54.02	210-DS00-5224-000-000000			AUDIT 2022				
		1056.01	210-FD00-5224-000-000000			AUDIT 2022				
		33.18	211-EM00-5224-000-000000			AUDIT 2022				
		8.72	508-RD88-5224-000-000000			AUDIT 2022				
TOTAL # OF ISSUED CHECKS:			40	TOTAL AMOUNT:			91,170.54			
TOTAL # OF WIRES:			2	TOTAL AMOUNT:			3,218.02			
TOTAL # OF VOIDED/REISSUED/UNCLAIMED CHECKS:			0	TOTAL AMOUNT:			0.00			
TOTAL # OF ACH CHECKS:			71	TOTAL AMOUNT:			137,930.50			
TOTAL # OF UNISSUED CHECKS:			0							

FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
-----	-----	-----	-----
101	GENERAL	27,466.01	0.00
201	TOWNSHIP MOTOR VEHICLE TAX	19,024.66	0.00
203	GASOLINE TAX	605.95	0.00
204	ROAD & BRIDGE	2,781.06	0.00
205	CEMETERY	1,148.60	0.00
207	MULTI-MEDIA & MARKETING	29,535.61	0.00
209	POLICE LEVY	56,384.14	0.00
210	FIRE LEVY	52,595.59	0.00
211	EMS	31,020.12	0.00
262	DRUG LAW ENFORCEMENT	7,503.75	0.00
270	ASSET FORFEITURE	3,040.71	0.00
507	LIGHTING DISTRICT ASSESSMENTS	773.80	0.00
508	UCB LANDSCAPE DISTRICT	439.06	0.00
		=====	=====
	TOTAL -	232,319.06	0.00

REPORT PARAMETERS

ORGANIZATION : 001
BANK : 4
PRINT BY : CHECK DATE
SORT OPTION : CHECK #
PRINT DETAILS : Y
BEGINNING CHECK DATE : 08/19/22
ENDING CHECK DATE : 08/25/22
ORG NAME FOR EXTRACT FILE : WEST

WEST CHESTER TOWNSHIP
 CHECK REGISTER
 DATE RANGE: 08/19/22 - 08/25/22

BANK WO #	CHECK #	CHECK AMT AMOUNT	CHECK DATE G/L ACCT #	VENDOR #	ADDRS #	VENDOR NAME DESCRIPTION	INVOICE #	TYPE INV VEND	CHECK STATUS
4	82199	\$126.25 126.25	08/19/22 210-FD00-5501-000-000000	00615		4 ALTAFIBER 682-2529 AUG 22	682-2529 AUG 22	S	CLEARED
4	82200	\$67488.83 60739.95 674.89 3374.44 2699.55	08/19/22 203-RD00-5355-000-000000 217-0000-5355-000-000000 218-0000-5355-000-000000 219-0000-5355-000-000000	03525		0 KEY GOVERNMENT FINANCE, INC. STREET SWEEPER LEASE 2022 STREET SWEEPER LEASE 2022 STREET SWEEPER LEASE 2022 STREET SWEEPER LEASE 2022	4864681	S	CLEARED
4	82201	\$421.67 3.12 23.52 205.07 47.49 47.49 47.49 47.49	08/19/22 101-AD00-5353-000-000000 101-PK12-5353-000-000000 101-PK00-5401-000-000000 210-FD00-5455-000-000000 211-EM00-5455-000-000000 210-FD00-5455-000-000000 211-EM00-5455-000-000000	00780		0 LOWES AD LIGHT SWITCH SQ SUMP PUMP PLUMBING SUPPLIES SCREWDRIVER/WRENCH/PLIER STA 74 FRIDGE WATER FILTER STA 74 FRIDGE WATER FILTER STA 75 FRIDGE WATER FILTER STA 75 FRIDGE WATER FILTER	902050 902576 902768 910179	S	OUTSTANDING
4	82202	\$86.87 86.87	08/19/22 207-TV00-5603-000-000000	PK000		14 BARBARA WILSON EXTENSION CORDS FOR EVENTS	WILSON 8/12/22	S	OUTSTANDING
TOTAL # OF ISSUED CHECKS:			4	TOTAL AMOUNT:		68,123.62			
TOTAL # OF WIRES:			0	TOTAL AMOUNT:		0.00			
TOTAL # OF VOIDED/REISSUED/UNCLAIMED CHECKS:			0	TOTAL AMOUNT:		0.00			
TOTAL # OF ACH CHECKS:			0	TOTAL AMOUNT:		0.00			
TOTAL # OF UNISSUED CHECKS:			0						

FUND TOTALS

FUND	FUND NAME	ISSUED TOTAL	VOIDED/REISSUED TOTAL
-----	-----	-----	-----
101	GENERAL	231.71	0.00
203	GASOLINE TAX	60,739.95	0.00
207	MULTI-MEDIA & MARKETING	86.87	0.00
210	FIRE LEVY	221.23	0.00
211	EMS	94.98	0.00
217	CBD TIF SERVICE PAYMENTS	674.89	0.00
218	UCB TIF SERVICE PAYMENTS	3,374.44	0.00
219	747 TIF SERVICE PAYMENTS	2,699.55	0.00
		=====	=====
	TOTAL -	68,123.62	0.00

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
September 13, 2022	Action Item
Submitted By:	
Kenneth Keim, Director of Finance	

Motion:
Motion to approve Then and Now Certificate(s)

Background:
Per ORC 5705.41 - Purchases greater than \$3,000 made in the last 30 days before Purchase Order.

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

FIRE DEPT STATION 71
 9119 CINCINNATI DAYTON RD
 WEST CHESTER, OH 45069



PURCHASE ORDER NO.:
 S222080

513-777-1133

PURCHASE ORDER

ISSUE DATE:
 08/16/22

VENDOR NO.	ADDRESS NO.	DELIVERY REQUIRED	TERMS	SHIP VIA	F.O.B.	REQUISITION NO.
03740	0	08/16/22				

ISSUED FIRST ARRIVING LLC
 TO 9555 KINGS CHARTER DRIVE
 SUITE K
 ASHLAND, VA 23005

SHIP TO FIRE DEPT STATION 71
 9119 CINCINNATI DAYTON RD
 WEST CHESTER, OH 45069

FOR MORE INFORMATION CONTACT: FIRE DEPT STATION 71 TELEPHONE NO.: 513-777-1133

ITEM NO.	QUANTITY	U / M	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1			DIGITAL DASHBOARD ANNUAL SUBSCRIPTION AND LICENSE RENEWAL 11/1/22-10/31/23 ACCOUNT DISTRIBUTION: 210-FD00-5319-000-000000	1677.60 1677.60	1677.60
2			DIGITAL DASHBOARD ANNUAL SUBSCRIPTION AND LICENSE RENEWAL 11/1/22-10/31/23 ACCOUNT DISTRIBUTION: 211-EM00-5319-000-000000	1677.60 1677.60	1677.60
				SUB-TOTAL	3355.20
				TAX	0.00
				SHIPPING AND HANDLING CHARGE	0.00
THIS ORDER IS EXEMPT FROM SALES AND USE TAX.		AREA : FIRE	TOTAL OF PURCHASE ORDER		3355.20

Then and Now Certification
 It is hereby certified that both at the time of the making of this contract or order and at the date of the execution of this certification, the amount was appropriated for such contract or order and is in the treasury or in the process of collection to the credit of the proper fund, free from any previous encumbrances
 Approved: Kenk 8-1-22

INSTRUCTIONS TO THE VENDOR:

1. Purchase order number must appear on all invoices, packing slips and correspondence.

I hereby certify that the amount required to meet the obligation created by this instrument has been lawfully appropriated for such purpose, is in the treasury or in the process of collection to the credit of the proper fund, free from any previous encumbrance.

BRUCE JONES
 PURCHASING AGENT
 08/16/22
 DATE AUTHORIZED SIGNATURE

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
September 13, 2022	Requisition Item
Submitted By:	
Kenneth Keim, Director of Finance	

Motion:
Frost Brown Todd LLC - \$32,803.55 - Legal Services through July 31, 2022 (various departments)

Background:
For legal services through July 31, 2022:
Administration 8,919.40
Roads 1,332.50
Cemetery 97.50
Police 9,597.65
Fire 9,939.50
UCB TIF 2,543.25
747 TIF 373.75
Total 32,803.55

Finance	Budgeted Item:	Yes; Operational, TIF		
	CIP #:			
	TIF Info:	UCB TIF / 747 TIF		
	Purchase Order:	S222169	Total Encumbrance:	\$ 32,803.55

Invoice Date	Primary Invoice										
Invoice #	210302453	210303849B									
	08/12/22	8/23/22									
Department											
Admin	14,919.40							14,919.40	6,000.00	8,919.40	
Mulhauser Barn	0.00							0.00		0.00	
Roads	1,332.50							1,332.50		1,332.50	
Cemetery	97.50							97.50		97.50	
PIE	0.00							0.00		0.00	
Police	2,529.25	7,068.40						9,597.65		9,597.65	
Fire	9,939.50							9,939.50		9,939.50	
EMS	0.00							0.00		0.00	
DS	0.00							0.00		0.00	
CBD TIF	0.00							0.00		0.00	
UCB TIF	2,543.25							2,543.25		2,543.25	
747 TIF	373.75							373.75		373.75	
	31,735.15	7,068.40	0.00	0.00	0.00	0.00	0.00	38,803.55	6,000.00	32,803.55	

Accounting Reconciliation of Primary Invoice

101	101	201	205	207	209	210	211	209 / 210	217	218	219	FUND #
AD	PK11	RD	CE	PIE	PD	FD	EMS	DS	CBD TIF	UCB TIF	747 TIF	TOTAL
65.00		260.00	97.50		130.00	227.50				2,291.25	308.75	3,380.00
1,040.00		1,072.50			1,105.00	130.00				252.00	65.00	3,664.50
7,872.65					861.25	1,332.50						10,066.40
1,885.00					108.00	1,820.00						3,813.00
3,136.25					325.00	121.00						3,582.25
108.00						507.50						615.50
130.00						5,801.00						5,931.00
682.50												682.50
												-
14,919.40	0.00	1,332.50	97.50	0.00	2,529.25	9,939.50	0.00	0.00	0.00	2,543.25	373.75	31,735.15

**Frost
Brown Todd** LLC
ATTORNEYS

P.O. Box 5716
Cincinnati, OH 45201-5716
(513) 651-6800
Facsimile (513) 651-6981
www.frostbrowntodd.com

West Chester Township
Attn: Mr. Ken Keim, Finance Director
9113 Cincinnati-Dayton Road
West Chester, OH 45069

Fed # 61-0722001
August 23, 2022
Bill # 210303849B
Account # [REDACTED]

RE: [REDACTED]

For Professional Services Rendered Through July 31, 2022	7,000.00
Other Charges Through July 31, 2022	68.40
TOTAL THIS BILL:	7,068.40

All amounts are in USD

Please send remittance information to AccountsReceivable@FBTLaw.com

Wire Transfer Information:

Account Name: Frost Brown Todd LLC

Bank Name: US Bank, 425 Walnut Street, Cincinnati, OH 45202

Account Number: [REDACTED] – Routing Number: [REDACTED] – Swift Number: [REDACTED]

**Frost
Brown Todd** LLC
ATTORNEYS

P.O. Box 5716
Cincinnati, OH 45201-5716
(513) 651-6800
Facsimile (513) 651-6981
www.frostbrowntodd.com

West Chester Township
Attn: Mr. Ken Keim, Finance Director
9113 Cincinnati-Dayton Road
West Chester, OH 45069

Fed # 61-0722001
August 12, 2022
Bill # 210302453
Account # [REDACTED]

For Professional Services Rendered Through July 31, 2022	31,192.50
Other Charges Through July 31, 2022	542.65
TOTAL THIS BILL:	31,735.15
Less Retainer Applied	6,000.00
TOTAL THIS BILL:	25,735.15

All amounts are in USD

Please send remittance information to AccountsReceivable@FBTLaw.com

Wire Transfer Information:

Account Name: Frost Brown Todd LLC

Bank Name: US Bank, 425 Walnut Street, Cincinnati, OH 45202

Account Number: [REDACTED] – Routing Number: [REDACTED] – Swift Number: [REDACTED]

**Monthly Matter Summary
For Services Rendered Through July 31, 2022**

Matter #	Matter Description	Fees	Disbursements	PrePay Amount	Total
0265899	[REDACTED]	422.50	0.00	0.00	422.50
0268857	[REDACTED]	3,900.00	0.00	735.00	3,165.00
0315629	[REDACTED]	7,330.00	542.65	0.00	7,872.65
0354458	[REDACTED]	1,885.00	0.00	0.00	1,885.00
0355447	[REDACTED]	1,105.00	0.00	0.00	1,105.00
0474490	[REDACTED] or	5,265.00	0.00	5,265.00	0.00
0504890	[REDACTED]	468.00	0.00	0.00	468.00
0722320	[REDACTED] v. [REDACTED]	97.50	0.00	0.00	97.50
0726663	[REDACTED] [REDACTED]	1,332.50	0.00	0.00	1,332.50
0744101	[REDACTED]	130.00	0.00	0.00	130.00
0749766	[REDACTED]	1,820.00	0.00	0.00	1,820.00
0754099	[REDACTED]	121.00	0.00	0.00	121.00
0754329	[REDACTED]	325.00	0.00	0.00	325.00
0756374	[REDACTED]	507.50	0.00	0.00	507.50

0757718	[REDACTED]	682.50	0.00	0.00	682.50
0758536	[REDACTED]	5,801.00	0.00	0.00	5,801.00
Total		31,192.50	542.65	6,000.00	25,735.15

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
September 13, 2022	Requisition Item
Submitted By:	
Dennis Dick, Director of Communications and Information Technology	

Motion:
ESRI, Inc. - \$48,316.00 - Purchase licenses, support for installation and configuration, and training for Geographic Information System (GIS) software

Background:
<p>Having identified a need for a Township GIS/IT Manager, this request is to provide the appropriate software required for the position to be functional, beneficial, and to maximize and provide the greatest service to Township operations.</p> <p>This request includes licensing for: ArcGIS Enterpriser server, ArcGIS Enterprise Standard, ArcGIS Enterprise Jumpstart (includes on-site or remote server installation and configuration support), and ArcGIS Enterprise administration workflow training.</p> <p>Enterprise server provides a path to both distribute and receive GIS data from internal staff and external sources to then be utilized and configured by our GIS/IT Manager. It also provides a path for staff to make requests, provide their own maps, suggested fixes or enhancements to existing maps, et al, that can be approved, commented or worked on by the internal GIS/IT Manager with the final product sent back via the same path.</p> <p>This purchase was not specifically targeted for 2022, however available and applicable budget has been identified. Although annual support cost(s) will be realized, this request is for perpetual licensing (1 time cost).</p>

Finance	Budgeted Item:	No;		
	CIP #:			
	TIF Info:			
	Purchase Order:	S222268	Total Encumbrance:	\$ 48,316.00



Quotation # Q-479398

Date: September 7, 2022

Customer # 266948 Contract # 338047

Township of West Chester
Community Development Dept
9577 Beckett Rd Ste 100
West Chester, OH 45069-5051

ATTENTION: Dennis Dick
PHONE: (513) 759-7291
EMAIL: ddick@westchesteroh.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/7/2022 To: 12/6/2022

Material	Qty	Unit Price	Total
160463 ArcGIS Enterprise Standard Up to Four Cores Perpetual License	1	\$16,486.00	\$16,486.00
160590 ArcGIS Enterprise Standard Up to Four Cores Staging Server Perpetual License	1	\$9,770.00	\$9,770.00
153637	1	\$19,600.00	\$19,600.00

The ArcGIS Enterprise Jumpstart - Standard Service Package provides up to 4 days of on-site and/or remote installation and configuration support for an ArcGIS Enterprise implementation on up to 6 customer-provided physical, virtual, or cloud servers by 1 Esri consultant based on a basic implementation and design plan developed prior to the engagement. The Esri Consultant will work with the Customer to develop an implementation and configuration plan prior to the implementation. After the installation and configuration are complete, remaining time will be allocated to knowledge transfer of standard ArcGIS Enterprise technology topics such as: ArcGIS Enterprise administration, creating and connecting to enterprise geodatabases, creating and working with services, backing up ArcGIS Enterprise, configuring and using your ArcGIS organization. Topics outside the scope of the ArcGIS Enterprise Jumpstart include but are not limited to: migration of databases and applications, geodatabase administration, integration, installation/configuration with any third-party systems, system architecture design, network administration, security review, high availability, performance tuning, and application development. On-site support will be provided at a mutually agreed upon Customer location during one trip within the United States on consecutive business days during a single work week. Scheduling will be based on resource availability. Customers will need to prepare in advance for Esri's visit. The Esri Professional Service Packages terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions and preparation requirements can be viewed on the web at <https://www.esri.com/en-us/legal/terms/services/>. All travel specified in this quote is subject to Esri's business continuity measures regarding COVID-19, including the most current Federal, State, and Local Government restrictions and Centers for Disease Control and Prevention (CDC) travel advisory recommendations. All proposed project schedules are tentative and will be adjusted based on the most current COVID-19 information available, and mutual agreement of the parties.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Doreen Whitley Rogers	Email: dwhitleyrogers@esri.com	Phone: (909) 793-2853 x5510
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

WHITLEY
ROGERSD

This offer is limited to the terms and conditions incorporated and attached herein.



Quotation # Q-479398

Date: September 7, 2022

Customer # 266948 Contract # 338047

Township of West Chester
Community Development Dept
9577 Beckett Rd Ste 100
West Chester, OH 45069-5051

ATTENTION: Dennis Dick
PHONE: (513) 759-7291
EMAIL: ddick@westchesteroh.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: OAMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 9/7/2022 To: 12/6/2022

Material	Qty	Unit Price	Total
163424	1	\$2,460.00	\$2,460.00
ArcGIS Enterprise: Administration Workflows at Esri Site 3 Days per Seat Instructor Led Training			

Subtotal:	\$48,316.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$48,316.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Doreen Whitley Rogers	Email: dwhitleyrogers@esri.com	Phone: (909) 793-2853 x5510
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

WHITLEY
ROGERSD

This offer is limited to the terms and conditions incorporated and attached herein.

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
September 13, 2022	Requisition Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
Mills Fence Company, Inc. - \$20,000.00 - Replace backstop fence at Keehner Park baseball fields (CIP# 1460)

Background:
<p>Keehner Park is an excellent asset for the Township and needs to be preserved and updated when possible. The Township budgeted to invest in the park with significant improvements over the last several years.</p> <p>As a part of the 2022 budget, Community Services developed a CIP to update the baseball fields at Keehner Park. The backstop fence is 30 plus years old and needs to be replaced.</p> <p>The Parks Division solicited quotes for the work and have selected Mills Fence Co to perform the work. A contingency of \$1,523.00 has been added for a total PO of \$20,000.00.</p>

Finance	Budgeted Item:	Yes; CIP		
	CIP #:	1460		
	TIF Info:			
	Purchase Order:	S222280	Total Encumbrance:	\$ 20,000.00



6315 Wiehe Road | Cincinnati, OH 45237
 (513) 631-0333 | www.millsfence.com

RECIPIENT:

West Chester Township

7411 Barret Road
 Keehner Park
 Beckett Ridge, Ohio 45069
 Phone: 513-464-2612

Estimate #6477

Sent on	07/21/2020
Job	James Rutherford
Estimator:	jamesr@millsfence.com (513) 616-8315

Total \$18,477.00

PRODUCT / SERVICE	DESCRIPTION	TOTAL
Baseball Fields, Chain Link Mesh Replacement- REVISED 7-1-22	Fields 1 & 2 -remove & replace 120 LF of 12' high chain link mesh, 160 LF of 6' high chain link mesh & chain link mesh on overhang Black Vinyl Coated, 9ga core-6ga finish, 2" mesh. All posts and framework to stay.	\$18,477.00

Total \$18,477.00

Terms and Conditions of Sale
 Terms of payment are noted on Mills Fence's invoice. Interest will be charged at 1-1/2% per month (18% per year) on all past due accounts. With respect to commercial customers only, all costs of enforcement of these terms and conditions of sale and collection of any balance due, including, but not limited to, reasonable attorney's fees incurred by Mills Fence, shall be paid by customer. Mills Fence reserves the right to cancel this order, delay delivery, repossess materials or demand immediate full or partial payment in advance of delivery if customer's credit standing, or ability or willingness to pay, is called into question by an event or circumstance, including, but not limited to customer's default of any obligation owed to Mills Fence. 50% deposit required upon proposal acceptance for all residential installations. Deposit only refundable within 72 hours of transferring funds to Mills Fence. Installation dates and times are approximate, are not



6315 Wiehe Road | Cincinnati, OH 45237
(513) 631-0333 | www.millsfence.com

Notes Continued...

guaranteed and are subject to change.

Mills Fence will arrange to have public underground utilities marked prior to installation. Mills Fence assumes no responsibility for any unmarked public or private underground obstructions such as underground utilities, sprinkling systems, pipes, cables, drain tiles, tree roots, vegetation, or property lines. Customer understands that the fence line must be clear of all obstructions and that s/he will stake or mark the fence line. All customers are required to obtain their own permit, by contacting their local municipality.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Mills Fence will repair or replace at our option any of our work that may prove to be defective in its workmanship or materials within a period of one year from the date of installation. As a condition precedent to this warranty, Customer grants Mills Fence the right to place a sign on the fence that is no more than 12" wide and no more than 6" high in a location solely determined by Mills Fence. MILLS FENCE HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE QUALITY OF MATERIAL (i.e., WOOD PRODUCTS) SOLD BY MILLS FENCE. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN MILLS FENCE ARE THEIRS, NOT MILLS FENCE'S, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES.

Wood will warp, twist, and develop small cracks during the drying process. Wood privacy fence will also develop small gaps between boards due to shrinkage. This is natural and expected and is not covered under warranty. Gates should be kept in a locked position when not in use. All agreements contingent upon strikes, accidents, or delays that are beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation insurance.

The laws of the State of Ohio shall apply in the construction of these terms of the contract or any dispute arising hereunder without giving effect to such jurisdiction's conflict of laws principles. Customer submits to jurisdiction in the courts of Hamilton County, Ohio.

In the event any one or more of the provisions contained herein should be invalid, illegal, or unenforceable in any respect, the remaining provisions contained herein shall not be affected or impaired in any manner.

This proposal may be withdrawn if not accepted within 30 days

Signature: _____ Date: _____

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
September 13, 2022	Business Item
Submitted By:	
Larry D. Burks, Township Administrator	

Motion:
Motion not to object to a STCK liquor permit for Lori Roadhouse LLC dba Lori Roadhouse & Mezz & Patio, 4924 Union Center Pavilion Drive

Background:
<p>A liquor permit for Lori Roadhouse LLC was approved by West Chester Township on June 8, 2021.</p> <p>Currently before the Board is a STCK liquor permit for Lori Roadhouse LLC and Application for Change of LLC Membership Interests which reflects a change in the managing members of the LLC.</p> <p>The Police Department did not have any additional background or paperwork to be completed on this STCK (stock) liquor permit and does not request a hearing.</p>

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

NOTICE TO LEGISLATIVE
AUTHORITY

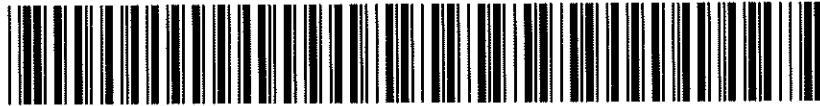
OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

5298686		STCK		LORI ROADHOUSE LLC DBA LORI ROADHOUSE & MEZZ & PATIO 4924 UNION CENTER PAVILION DR WEST CHESTER TWP WEST CHESTER OH 45069
PERMIT NUMBER		TYPE		
ISSUE DATE				
05 17 2022				
FILING DATE				
D5 D6				
PERMIT CLASSES				
09	948	A	F28133	
TAX DISTRICT		RECEIPT NO.		

FROM 08/18/2022

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



MAILED 08/18/2022

RESPONSES MUST BE POSTMARKED NO LATER THAN. 09/19/2022

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **A STCK 5298686**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

WEST CHESTER TOWNSHIP TRUSTEE
ATTN TOWNSHIP FISCAL OFFICER
9113 CINCINNATI DAYTON RD
WEST CHESTER OHIO 45069

AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
September 13, 2022	Business Item
Submitted By:	
Aaron Wiegand, Director of Community Development	

Motion:
Motion to approve Development Agreement between West Chester Township Board of Trustees and NP West Chester MF Land, LLC, not to exceed \$1,046,973.00; and, authorize Township Administrator to make non-substantive changes with Law Director approval and execute said agreement (CIP# 1829)

Background:
<p>West Chester has been in active discussions with the development team overseeing the new Gateway to West Chester project at the northeast corner of Union Centre Boulevard and I-75. NorthPoint is part of the development team and has asked for certain public financing to help install needed infrastructure toward their portion of the overall development. This portion includes construction of a multi-family complex.</p> <p>Under the terms of this Agreement, West Chester agrees to make funds available to NorthPoint for the purpose of reimbursing costs incurred to construct Public Infrastructure Improvements (Aviation Way extension) in an amount not to exceed \$1,046,973.00. NorthPoint shall be obligated to pay the Public Infrastructure Cost in excess of the maximum distribution. West Chester intends to fund the costs through the provision of existing TIF Funds.</p> <p>This Agreement is directly with NorthPoint and not the master developer, Dillin Corporation. Any future agreements with Dillin would be in addition to the financing provided for in this Agreement.</p>

Finance	Budgeted Item:	N/A; CIP, TIF		
	CIP #:	1829		
	TIF Info:	Aviation Way Extension		
	Purchase Order:	S222295	Total Encumbrance:	\$1,046,973.00

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is made and entered into as of the ____ day of September, 2022 (the “Effective Date”) by and among the BOARD OF TRUSTEES OF WEST CHESTER TOWNSHIP, BUTLER COUNTY, OHIO (the “Township”), and NP WEST CHESTER MF LAND, LLC, a Missouri limited liability company (“NorthPoint”) under the following circumstances. The Township and NorthPoint are each defined herein as a “Party” and together, as the “Parties”.

RECITALS:

A. NorthPoint currently owns real property within West Chester Township, Butler County, Ohio, as set forth and legally described in Exhibit A attached hereto and made part hereof (the “Project Site”), upon which NorthPoint intends to construct a multifamily development (the “Project”) as part of a larger planned development (the “Streets North Project”), which Project is comprised of (i) a multifamily complex with approximately 300 dwelling units and associated infrastructure, as described and illustrated in Exhibit B (the “Private Improvements”) and (ii) the Public Infrastructure Improvements, as defined and described hereinafter, to benefit and support the construction and operation of Private Improvements.

B. The Streets North Project is being developed in accordance with this Agreement as part of a Planned Unit Development, provided that nothing contained in this Agreement is intended to contradict the resolution or amendment thereof establishing the Planned Unit Development. Notwithstanding the foregoing, and as stated in Article 3(D), the Aviation Way extension shall be conveyed via public dedication to the Township or County (with the consent of the County if such dedication is to the County)

C. The Parties agree certain public infrastructure improvements are necessary for the development of the Project Site, construction of the Project, and operation of the Project, including, but not limited to, the extension of Aviation Way and necessary auxiliary improvements including, but not limited to, construction and installation of sidewalks, landscaping, retaining walls, grading, waterline extensions and sewer extensions (the “Public Infrastructure Improvements”) at a total estimated cost of \$1,046,973.00, as detailed in Exhibit C attached hereto. The extension of Aviation Way is generally depicted on Exhibit D attached hereto.

D. The Township, pursuant to Township Resolution No. 13-90 (as amended, the “TIF Resolution”) has exempted certain property, including the Project Site, (the “UCB TIF Area”) from real property taxation, and required the owners of parcels within the UCB TIF Area to pay statutory service payments to the County Treasurer for distribution in part to the Township. Such statutory service payments received by the Township, net of any amounts previously allocated or obligated to be paid to a third party, are referred to herein as the “TIF Revenues”. TIF Revenues held by the Township are referred to herein as the “TIF Funds”; provided, however, that TIF Revenues previously pledged, restricted, allocated, or otherwise obligated to be paid to or for the benefit of a third party, shall not constitute TIF Funds to the extent such TIF Revenues are not available to pay the costs of Public Infrastructure Improvements, as defined herein, as a result of such pledge, restriction, allocation or obligation.

E. The Township has determined it is in the best interest of the Township and NorthPoint

to enter into this Agreement at this time for the development and maintenance of the Public Infrastructure Improvements, and to pay a portion of the costs of the Public Infrastructure Improvements with TIF Funds, rather than to impose assessments on the Project Site to fund the costs for such improvements.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

ARTICLE 1 – PROPERTY AND PROJECT

A. Development Property. The real estate that is the subject of this Agreement is the Project Site. The currently proposed site plan for the Project Site is set forth in Exhibit B attached hereto (the “Site Plan”). The Township acknowledges that the Site Plan is preliminary and has not yet been approved by the County of Butler, Ohio (the “County”) or the Township, and may be revised by NorthPoint as it deems necessary or desirable; provided, however, that if any elements of the Public Infrastructure Improvements included in the Site Plan, including the proposed location thereof, are modified after the Effective Date, the Township’s obligation to disburse, or continue to disburse, any funds to pay the costs of Public Infrastructure Improvements shall be subject to the Township’s approval of the modifications to the Public Infrastructure Improvement elements, or the location thereof, of the Site Plan. Any changes in the Site Plan required or permitted by the County, or the Township, will be automatically incorporated by reference into this Agreement.

B. Project and Phasing. The Project consists of construction of a multifamily development with approximately 300 units as described in the Site Plan and Exhibit B attached hereto. The Project contains Public Infrastructure Improvements, including auxiliary improvements related to the extension of Aviation Way including, but not limited to, sidewalks, landscaping, retaining walls, grading, waterline extensions and sewer extensions as further detailed in Exhibit C attached hereto. NorthPoint anticipates that the Project will be complete by February 29, 2024, and NorthPoint agrees to make commercially reasonable efforts to complete the Project by that date, subject to obtaining necessary governmental approvals and the satisfaction of other conditions of this Agreement (including but not limited to timely completion of the Public Infrastructure Improvements), to the extent such conditions are outside the control of NorthPoint.

ARTICLE 2 - PURPOSE AND SCOPE

A. Purpose. The purpose of the Parties in entering into this Agreement is to set forth the mutual understanding, agreement, obligations, and responsibilities of the Township and NorthPoint needed to commence and complete the acquisition and development of the Project.

B. Scope. In relation to the foregoing, the Parties agree that their respective scope of work is as follows:

NorthPoint’s scope of work (“NorthPoint Work”) is to develop the Private Improvements and the Public Infrastructure Improvements in accordance with this Agreement, the Site Plan, and any applicable Township resolutions; to dedicate (or cause the dedication of) to the Township or the County the right of way required for the Public Infrastructure Improvements including the extension of Aviation Way; to engage a contractor and to act as the construction manager of the Public Infrastructure Improvements; to maintain the Public Infrastructure Improvements internal to the Project Site pursuant to this Agreement and as required by the Township, the County or any other applicable governmental

authorities; to pay the cost to complete the Private Project; and to pay the costs to complete the Public Infrastructure Improvements to the extent that the costs to complete the Public Infrastructure Improvements exceed the amount of TIF Funds made available for such purpose by the Township pursuant to this Agreement.

The Township's scope of work ("Township's Work") is to reimburse NorthPoint or NorthPoint's chosen contractor for the costs of construction of the Public Infrastructure Improvements as hereinafter provided, and to accept dedication thereof, or the applicable portion thereof (or assist in securing acceptance from the County, if applicable), provided the same is found to be constructed in accordance with the Township and the County specifications for public dedication of such improvements; and generally to assist NorthPoint to the extent reasonably necessary and appropriate in dealing with private owners and/or other governmental entities (including, if necessary, the Ohio Department of Transportation and/or the County), to obtain encroachment or access permits for infrastructure related work, to allow for all necessary utility service to the Project including sanitary sewer, water and storm sewer, to assist in providing gas (if applicable), electric and telephone services to the Project, and permit and assist in all aspects of the Project as reasonably necessary to advance the Project; provided, however, that the Township's Work shall not include any financial obligation of the Township other than the Maximum Distribution of TIF Funds in accordance with this Agreement.

C. **Prevailing Wage.** NorthPoint shall cause all laborers and mechanics that are employed to do construction work on the construction of the Public Infrastructure Improvements to be paid wages, and to be provided working conditions, in accordance with Sections 4115.03 through 4115.16 of the Ohio Revised Code (the "Prevailing Wage Requirements"). NorthPoint shall cause all contractors to comply with Prevailing Wage Requirements in connection with construction of the Public Infrastructure Improvements (and shall attach the applicable Prevailing Wage schedule as a contract exhibit to each applicable contract), and to cause their respective subcontractors to comply with the Prevailing Wage Requirements in connection with construction of the Public Infrastructure Improvements. NorthPoint shall provide a prevailing wage coordinator as required under Section 4115.071 of the Ohio Revised Code, with respect to the Public Infrastructure Improvements. NorthPoint and their contractors shall provide periodic wage reports, and any other information reasonably requested by the Township for monitoring compliance with Prevailing Wage Requirements. Notwithstanding any monitoring or review by the prevailing wage coordinator, NorthPoint, and not the Township, shall be responsible for all costs and liabilities resulting from any non-compliance with Prevailing Wage Requirements.

ARTICLE 3 – PUBLIC IMPROVEMENTS

A. **Construction of Improvements.** NorthPoint shall cause to be constructed the Private Project and the Public Infrastructure Improvements, which Public Infrastructure Improvements shall include an extension of Aviation Way and certain related and auxiliary public improvements including, but not limited to, sidewalks, landscaping, retaining walls, grading, waterline extensions and sewer extensions as further detailed in Exhibit C attached hereto.

NorthPoint agrees to design, competitively bid, construct, and inspect the Public Infrastructure Improvements as presented, scheduled, and estimated in Exhibit C in a manner consistent and compliant with all laws, rules, and regulations governing publicly constructed projects including paying prevailing wages.

The Parties agree to work in close concert throughout the bidding and construction process to

ensure compliance with all applicable legal requirements including, without limitation, proper separate accounting for the portion of the Project constituting Public Infrastructure Improvements.

B. Financing of Public Infrastructure Improvements. The Township intends to fund the costs of the Public Infrastructure Improvements through the provision of existing TIF Funds. The Parties agree that TIF Funds shall only be used to reimburse NorthPoint for the costs to construct Public Infrastructure Improvements authorized by the TIF Resolution and that constitute “public infrastructure improvements,” as defined in Ohio Revised Code Section 5709.40.

The Township agrees to make TIF Funds available to, or at the direction of, NorthPoint for the purpose of reimbursing costs incurred to construct the Public Infrastructure Improvements in an amount not to exceed One Million Forty-Six Thousand Nine Hundred Seventy-Three Dollars (\$1,046,973.00) (the “Maximum Distribution”). NorthPoint shall be obligated to pay the Public Infrastructure Cost in excess of the Maximum Distribution.

C. Disbursement of Funds. The Public Infrastructure Improvements shall be bid and constructed by NorthPoint or at the direction of NorthPoint, as approved by the Township or the County, as appropriate. The Township shall reimburse amounts from the TIF Fund to pay costs of construction of the Public Infrastructure in accordance with this Agreement. As described herein, all costs for Public Infrastructure Improvements that exceed the amounts included in Article 3 Section B shall be the responsibility of NorthPoint.

The Public Infrastructure Improvements shall be constructed by NorthPoint in accordance with the Township’s or the County’s requirements for construction of public improvements, as applicable. NorthPoint shall select the construction manager to act as construction manager(s) in connection with the construction of the Public Infrastructure Improvements, it being understood that NorthPoint shall be permitted to retain different construction managers for each component of the Public Infrastructure Improvements if it so chooses. The Public Infrastructure Improvements shall be constructed under contracts awarded by NorthPoint (in consultation with the Township), or awarded by the Butler County Engineer’s Office if the Butler County Engineer’s Office so requires. NorthPoint shall require prevailing wages to be paid for all construction of the Public Infrastructure Improvements in accordance with this Agreement. The Township shall reimburse NorthPoint or NorthPoint’s construction manager or contractor for such Public Infrastructure Improvements from TIF Funds in monthly installments as construction costs are invoiced and as required under the construction contract(s) for such Public Infrastructure Improvements, subject to the following conditions:

(i) Prior to the disbursement of funds to the construction manager or contractor hereunder, the construction manager or NorthPoint shall have furnished to the Township a fully-executed disbursement request (in the form of Exhibit E hereto), including related materials supporting the classification of such costs as costs of Public Infrastructure Improvements, for the amount claimed by the contractor, which will detail the amounts expended to design and construct said improvements and shall also provide payroll reports for all payrolls related to work performed in construction of such improvements;

(ii) Disbursements will only be made after the Township inspects all Public Infrastructure Improvements included in the disbursement request and determines, in its sole discretion, that the Public Infrastructure Improvements are of good quality and constructed to specification and that all prevailing wage requirements have been met as relates to the construction

of the Public Infrastructure Improvements.

(iii) Disbursement of construction costs for the Public Infrastructure Improvements will be limited to the lesser of: (i) the Maximum Distribution; or (ii) the actual costs to design and construct such Public Infrastructure Improvements (the “Public Infrastructure Cost”).

(iv) To the extent that the actual costs of the completed Public Infrastructure Improvements exceed the Maximum Distribution Amount, NorthPoint shall complete the Public Infrastructure Improvements and shall be responsible for all necessary costs incurred in order to do so.

(v) Upon receipt by the Township of a complete and accurate disbursement request, and provided the Maximum Distribution Amount of the Public Infrastructure Cost has not been exceeded, the Township shall use commercially reasonable efforts to disburse, or cause to be disbursed, the amount specified there within twenty (20) days.

D. Substantial and Final Completion of Project. The Township will retain an amount equal to 10% of the projected construction costs of the Public Infrastructure Improvements as is stated in the construction bid documents until such time as construction of the Public Infrastructure Improvements is substantially complete. Additional retainage may be required, as outlined below. At such time as construction of the Public Infrastructure Improvements is substantially complete to the Township’s commercially reasonable satisfaction, the Township shall make half of the retainage available for NorthPoint to draw upon for reimbursement of costs of the Public Infrastructure Improvements. The remaining retainage, which shall be equal to 5% of the construction cost as stated in the construction bid documents for the Public Infrastructure Improvements, shall be made available to draw upon for reimbursement of costs upon submission of a Completion Certificate and the Township’s verification that the Public Infrastructure Improvements is finally complete to the required specifications and is of good quality.

The Completion Certificate shall be a sworn affidavit signed by NorthPoint, and approved by the County Engineer as to those items in (ii) below, which certificate (a) shall describe all property constructed, improved, or equipped, and (b) shall state that:

(i) The construction, improvement and equipping of the applicable Public Infrastructure Improvements has been substantially completed in accordance with the related construction contracts, all costs then due and payable in connection therewith have been paid, and all obligations, costs and expenses in connection with the Public Infrastructure Improvements have been paid or discharged except for any amounts retained as provided below;

(ii) All other facilities necessary in connection with the Public Infrastructure Improvements have been constructed, improved and equipped; and

(iii) The construction, improvement and equipping of the Public Infrastructure Improvements have been accomplished in a manner which conforms to all then applicable governmental laws, rules and regulations. NorthPoint shall provide proper documentation for public bidding and prevailing wages.

The certificate also shall specify (c) the date by which the foregoing events shall have occurred,

(d) all costs and expenses of the Public Infrastructure Improvements including invoices and proof of payment, (e) which costs and expenses, if any, are not yet due, or are being contested by NorthPoint, and (f) what amounts should be retained by the Township for any other reasons. In reliance thereon, the Township may retain an amount equal to the aggregate of those costs and expenses in (e) and (f) above plus reasonable overhead to clear title and release liens and other such administrative expenses. Notwithstanding the foregoing, the certificate shall state that it is given without prejudice to any rights against third parties which then exist or which may come into being subsequently.

NorthPoint agrees that they shall convey or provide an easement acceptable to the Township for all right of way and other land necessary for the effective use and maintenance of the Public Infrastructure Improvements, as described on Exhibit C, to the extent that such right of way or land is owned by NorthPoint by special warranty deed acceptable to the Township and free of any liens or encumbrances (except for easements and encumbrances currently of record) or by recorded plat at no cost to the Township. The Township will determine and instruct NorthPoint as to whether a conveyance or an easement is required for each discrete element of the Public Infrastructure Improvements; however, the Aviation Way extension shall be conveyed via public dedication to the Township or County as directed by the Township (and with the consent of the County if such dedication is to the County). NorthPoint shall provide all documents necessary to convey such land or grant such easements to the Township and to effectuate such transfer or easement in the records of the County Auditor and Recorder for Butler County, Ohio. Such easements or conveyances shall be completed within ninety (90) days of the commencement of construction of any Public Infrastructure Improvement for an identified phase of the project.

E. Maintenance of Improvements. NorthPoint shall be responsible for maintaining or causing the maintenance of amenities and features located in the public right of way and other areas of the Project Site as set forth in Exhibit F (the “Maintenance Area”) according to subparagraphs i – xi below (collectively, the “Maintenance Obligations”). NorthPoint shall be responsible for and pay 100% of the cost of the Maintenance Obligations. The Maintenance Obligations shall be performed in a good and workmanlike manner, and, at a minimum with the same care and diligence as would be applicable to Township responsibilities regarding public rights of way. NorthPoint, at its sole cost and responsibility, will enter into maintenance and cost sharing agreements with adjacent property owners benefiting from improvements made within the Maintenance Area for purposes including, but not limited to, the allocation of Maintenance Obligations and costs and, further, NorthPoint, at its sole cost and responsibility, may enter into subcontracts for any of the Maintenance Obligations so long as such subcontracts do not impose any liabilities on the Township and are not inconsistent with the terms of this Agreement. Maintenance Obligations shall include the following:

(i) **Grass Mowing.** All areas within the Maintenance Area shall be mowed when the grass is six (6) inches in height or longer or a minimum of eight (8) times per growing season. Additional grass mowing within the Maintenance Area may be required by the County or Township to provide adequate sight distance.

(ii) **Litter and Debris.** NorthPoint shall clear litter and debris from the Maintenance Area a minimum of once a month and always before mowing, but as often as necessary to ensure that the Maintenance Area is reasonably clean.

(iii) **Landscaping.** NorthPoint shall perform all landscaping, and replacement and maintenance of landscaping, within the right-of-way located within the Maintenance Area.

Landscaping shall be installed consistent with the Site Plan. Landscaping shall be weeded and trimmed regularly, but no less than three times during the growing season. Landscaping shall be mulched at least once each growing season. Landscaping shall be regularly watered to maintain the health and viability of the plantings.

(iv) **Pedestrian Pathways.** NorthPoint shall be responsible for the maintenance, repair and replacement of all pedestrian pathways located within the right of way or easement within the Maintenance Area, which shall include all asphalt and concrete pathways as required on the Site Plan. Notwithstanding the foregoing, and as noted in Article 3(E)(xi) below, the Township shall be responsible for all capital repairs, replacements and improvements of and to Aviation Way and any extension of Aviation Way within the Maintenance Area as contemplated by this Agreement or otherwise (examples of capital repairs, replacements and improvements include, but are not a limited to, roadway replacement, roadway repaving, roadway resurfacing, roadway milling and overlaying, patching, striping, curb repair, pot-hole repair and maintaining, repairing, and providing the necessary equipment to operate, maintain, and repair all manholes, valves, pumps, vents, pipes, culverts, catch basins, inlets, curbs, electrical components, conduits, meters and connections within or under such roadways, including to prevent and repair any leakage from the foregoing). Pathways shall be maintained in a good and safe condition.

(v) **Street Lights.** NorthPoint shall be responsible for the maintenance, repair and replacement of all street lights located within the right of way or easement within the Maintenance Area, which shall be maintained in first class condition.

(vi) **Signage.** NorthPoint shall be responsible for decorative entrance signage and landscaping that are associated with the Project and all trail/pathway signage within the Project Site, which shall be maintained in first class condition and consistent with the Site Plan.

(vii) **Miscellaneous Features.** NorthPoint shall be responsible for the maintenance, repair and replacement of the various miscellaneous features located within the right of way or easement within the Maintenance Area including, but not limited to, pavers, benches and trash receptacles, which shall be maintained in a good and safe condition.

(viii) **Decorative Signage.** NorthPoint shall also be responsible for repair and replacement of all decorative signage within the Maintenance Area, including decorative signage located in right of way or easement that may be for purposes of pedestrian and traffic control. For purposes of this paragraph, “decorative signage” shall mean any signs installed that are not required by or are not designed to customary standards of the Butler County Engineer’s Office. Any decorative signage to be installed within the Maintenance Area shall be subject to the prior approval of the Township with regard to design and placement.

(ix) **Equipment.** NorthPoint shall be responsible for acquiring or leasing, operating, maintaining and storing, at its cost, such vehicles and other equipment as may be necessary for NorthPoint to perform the Maintenance Obligations. NorthPoint may provide, annually, a contract with any responsible subcontractor to provide such equipment as is necessary to perform the maintenance obligation.

(x) **Replacement and Relocation.** NorthPoint shall be solely responsible for all

replacement and relocation costs of landscaping, irrigation or decorative signage within the Maintenance Area that may die or otherwise become damaged or worn out, or that may need to be re-located due to future road work or other conditions requiring removal or re-location.

(xi) **Aviation Way Extension.** NorthPoint shall be responsible for maintenance and maintenance costs of that portion of the Aviation Way extension within the Maintenance Area including snowplowing and removing snow and ice from the roadway. Notwithstanding the foregoing, (i) NorthPoint will enter into maintenance and cost sharing agreements with adjacent property owners benefiting from improvements made within the Maintenance Area for purposes including, but not limited to, the allocation of Maintenance Obligations and costs; and (ii) the Township shall be responsible for all capital repairs, replacements and improvements of and to Aviation Way and any extension of Aviation Way within the Maintenance Area as contemplated by this Agreement or otherwise (examples of capital repairs, replacements and improvements include, but are not a limited to, roadway replacement, roadway repaving, roadway resurfacing, roadway milling and overlaying, patching, striping, curb repair, pot-hole repair and maintaining, repairing, and providing the necessary equipment to operate, maintain, and repair all manholes, valves, pumps, vents, pipes, culverts, catch basins, inlets, curbs, electrical components, conduits, meters and connections within or under such roadways, including to prevent and repair any leakage from the foregoing).

NorthPoint shall be primarily responsible for performing the Maintenance Obligations, and the Maintenance Obligations shall be performed as necessary without notice from the Township. NorthPoint may enter into maintenance and cost sharing agreements with adjacent property owners benefiting from improvements made within the Maintenance Area for purposes including, but not limited to, the allocation of Maintenance Obligations and costs and, further, NorthPoint may subcontract the Maintenance Obligations to any responsible subcontractor for all or any portion of the term of this Agreement, but NorthPoint shall ultimately remain responsible for the performance of the Maintenance Obligations hereunder. For the avoidance of doubt, Northpoint shall remain ultimately responsible for the performance of all Maintenance Obligations and the costs thereof regardless of whether Northpoint enters into any maintenance and cost sharing arrangements or subcontracts described in this Section 3.E. In the event that NorthPoint, for any reason, fails to perform or cause to be performed all or any part of the Maintenance Obligations or the subcontractor fails to perform, Township may give written notice of such failure to NorthPoint specifying the nature of such failure, and if NorthPoint shall fail to cure such failure within thirty (30) days after receipt of such written notice from the Township, the Township shall, in its sole discretion, have the right to cure such failure, and deliver an invoice for payment for such reasonable maintenance expenses actually incurred (including reasonable supporting backup documentation) to NorthPoint for payment plus an administrative fee of 20% of such expenses; provided, however, the Township shall not be entitled to cure such failure if it is of a nature that is not reasonably susceptible to a cure within such thirty-day period, and NorthPoint commences such cure within such thirty-day period and diligently pursues such cure to completion within a reasonable time under the circumstances.

F. **License to Maintain.** Township grants NorthPoint a license to maintain the Public Infrastructure Improvements and other improvements in the Maintenance Area as depicted in Exhibit F.

ARTICLE 4 – OBLIGATIONS OF THE PARTIES

A. Obligations of the Township. The Township shall enact or cause to be enacted all necessary and appropriate legislation to approve this Agreement and to take all actions described in, and required pursuant to, this Agreement.

The Township agrees to timely reimburse NorthPoint for the cost of the design and construction of the Public Infrastructure Improvements in accordance with the terms of this Agreement; provided that the obligation of the Township to pay for the costs of the Public Infrastructure Improvements shall be limited to available TIF Funds and such obligation shall not constitute a general obligation or a pledge of the general credit of the Township.

B. Obligations of NorthPoint. Subject to receipt of required governmental approvals and satisfaction of other conditions of this Agreement, to the extent such conditions are outside the control of NorthPoint, NorthPoint agrees to use commercially reasonable efforts to promptly complete the Project by February 29, 2024.

NorthPoint agrees to construct, or cause to be constructed, the Public Infrastructure Improvements, as provided for in this Agreement. It is anticipated that the Public Infrastructure Improvements will be complete by December 31, 2023, and NorthPoint agrees to make commercially reasonable efforts to complete those Public Infrastructure Improvements by that date.

The Project Site, the Project, and each component thereof, shall be acquired, constructed, equipped, operated and maintained in accordance with all applicable laws, statutes, ordinances, rules, regulations and requirements of the Township and any other applicable governmental authorities, including, but not limited to, zoning and land use laws, building codes and the Americans with Disabilities Act.

The Public Infrastructure Improvements, and each component thereof, shall be acquired, constructed, equipped, operated and maintained in accordance with all applicable laws, statutes, ordinances, rules, regulations and requirements of the Township, the County, and any other applicable governmental authorities, including, but not limited to, zoning and land use laws, building codes and the Americans with Disabilities Act.

NorthPoint shall make an annual payment to the West Chester Development Council in the amount of five thousand dollars (\$5,000). Such payment shall be made no later than March 15 of each year, during the period beginning March 15, 2023 and continuing each year until the final payment on March 15, 2027.

ARTICLE 5 - COSTS AND EXPENSES

A. Township's Work. The Township shall perform the Township's Work (as defined in Article 2, Section B) and pay for such work on a reimbursing basis from TIF Funds as described in this Agreement.

B. NorthPoint's Work. NorthPoint shall perform NorthPoint's Work at its own cost and expense, including the Public Infrastructure Improvements, which may be reimbursed in whole or in part by the Township pursuant to the terms of this Agreement. NorthPoint shall have liability insurance for the project with limits of at least _____ per occurrence and _____ in the aggregate, naming the Township as additional insured and provide a certificate stating such. **[Include additional insurance as determined advisable by NorthPoint insurer.]**

ARTICLE 6 - MANAGEMENT OF THE PROJECT

A. **Control.** NorthPoint shall have sole control over the operation and management of the Project and is entitled to take such action as is commercially proper and necessary to perform its obligations hereunder, provided that such actions of NorthPoint shall not be inconsistent with the terms of this Agreement or contrary to any applicable rule, regulation, guideline, or law and shall be in accordance with the requirements and conditions described in Exhibit G.

B. **Meetings.** Meetings of the Township and NorthPoint shall be held at the request of either Party at a mutually agreeable time and place. During such meetings, NorthPoint shall present to the Township's designated representative(s) all updates and, if any, new plans and courses of action that NorthPoint proposes for the Project or the Public Infrastructure Improvements. All meetings required to be held pursuant to the Ohio Sunshine (Open Meetings) Law shall be properly noticed and held.

ARTICLE 7- REPRESENTATIONS AND WARRANTIES

A. **Representations and Warranties of NorthPoint.** NorthPoint represents and warrants to the Township as follows:

NorthPoint is a Missouri Limited Liability Company duly formed and validly existing at the time of the development of the Project and will continue to be authorized to do business in the State of Ohio until NorthPoint's obligations under this Agreement have been completed.

NorthPoint has full power and authority to enter into and perform this Agreement. The execution, delivery, and performance of this Agreement, and all transactions contemplated hereby, have been duly authorized and approved by all necessary actions of NorthPoint and are valid and binding obligations of NorthPoint.

NorthPoint has the financial ability to meet its monetary obligations that arise or may arise as a result of the construction and operation of Project and the Township's approval of the Project.

B. **Representations and Warranties of the Township.** The Township represents and warrants to NorthPoint as follows:

The Township is a duly established and validly existing township and political subdivision in and of the State of Ohio.

The Township has full power and authority to enter into and perform this Agreement. The execution, delivery, and performance of this Agreement and all transactions contemplated hereby have been duly authorized and approved by all necessary actions of the duly authorized and appropriate government authority, and are valid and binding obligations of the Township.

The Township has the financial ability to meet its monetary obligations that arise or may arise under this Agreement as a result of construction of Public Infrastructure Improvements and the Township's approval of the Project.

ARTICLE 8 - INDEMNIFICATIONS

A. **Indemnifications.** NorthPoint hereby agrees to indemnify and hold the Township

harmless and agrees to defend (with legal counsel selected by the Township in its sole discretion and at the sole cost of NorthPoint) the Township from and against any and all third-party claims which may arise as a result of:

Any breach or default on the part of NorthPoint in the performance of any covenant or agreement of NorthPoint under this Agreement or arising from any act or failure to act by NorthPoint; or

Any action taken or omitted to be taken by the Township pursuant to the terms of this Agreement or any other related instrument or document, excluding any action taken or omitted to be taken by the Township through the gross negligence or willful misconduct of the Township; or Anything done or omitted to be done, relating to the Project, through the negligence or intentional acts of NorthPoint or of its owners, directors, executives, partners, staff, agents, employees or representatives.

B. Notice. The Township shall promptly give NorthPoint written notice of any and all claims, losses, damages, demands, liabilities, obligations, penalties, actions or rights of action, judgments, suits, costs, expenses or disbursements of any kind or nature for which the Township intends to seek indemnification pursuant to this Article 8.

C. Survival. The obligations of the Parties under this Article shall survive termination of this Agreement without limitation.

ARTICLE 9 - LIMITATION ON TRANSFERS AND NO ASSIGNMENTS OF THE RIGHTS AND INTERESTS UNDER THIS AGREEMENT

A. Limitation on Transfers of Agreement. No Party hereunder shall have any right to and shall not pledge, hypothecate, encumber, or otherwise subject all or any part of its interest in this Agreement or created by this Agreement to a security interest of any kind, without the prior written consent of each other Party.

B. No Assignment of Rights and Delegation of Duties. This Agreement is solely intended to be between the Township and NorthPoint and for the purpose of initiation of development of the Project. To that end, neither the Township nor NorthPoint, except to the extent otherwise herein provided and permitted, shall assign or be permitted to assign this Agreement without the written consent of the other Party.

C. Exceptions. The foregoing notwithstanding, no limitations on encumbrance or transfer of this Agreement or assignment of rights and delegation of duties on the part of NorthPoint shall apply to the assignment or transfer to an affiliate of NorthPoint, or to a joint venture entity in which NorthPoint or NorthPoint's affiliated entities, NorthPoint Holdings, LLC, a Missouri limited liability company, NorthPoint Development, LLC, a Missouri limited liability company, or NPD Management, LLC, a Missouri limited liability company owns a controlling interest, or to a fund in which NorthPoint has a majority ownership stake, or to an entity which purchases all or substantially all of the stock or assets of NorthPoint or to an institutional lender or lenders for the purpose of financing the Project. All such assignments or transfers may be effectuated without the consent and approval of the Township and no notification to the Township is required.

ARTICLE 10 – DEFAULTS AND REMEDIES

A. Default. Any one or more of the following constitutes an “Event of Default” under this Agreement:

NorthPoint or the Township fails to perform or observe any material obligation punctually and as due under this Agreement subject to any applicable notice and cure periods;

NorthPoint or the Township makes a representation or warranty in this Agreement that is materially false or misleading at the time it is made;

NorthPoint files a petition for the appointment of a receiver or a trustee with respect to it or any of its property and such petition is not dismissed within forty-five (45) days of filing;

NorthPoint makes a general assignment for the benefit of its creditors;

A court enters an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with NorthPoint as a debtor; or

NorthPoint files an insolvency proceeding with respect to itself or any proceeding with respect to itself for compromise, adjustment or other relief under the laws of any country or state relating to the relief of debtors and such filing is not dismissed within forty-five (45) days of filing.

B. General Right to Cure. In the event of any Event of Default under, or breach of, this Agreement, or any of its terms or conditions, by any Party hereto, the defaulting Party will, upon written notice from the other, proceed, as soon as reasonably possible, to cure or remedy such Event of Default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such Event of Default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting party will upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach.

C. General Remedies. If a defaulting party fails to cure any Event of Default pursuant to Section B of this Article, a party may institute such proceedings against the defaulting party as may be necessary or desirable in its opinion to cure and remedy such default or breach. Such remedies include, but are not limited to: (i) instituting proceedings to compel specific performance by the defaulting party, (ii) suspending or terminating the obligations of the non-defaulting party under this Agreement, provided the aggrieved party must provide thirty (30) days’ notice of any termination to the defaulting party and provided further that the aggrieved party must rescind the termination notice and not terminate the Agreement if the defaulting party cures all Events of Default within a reasonable time thereafter, and (iii) any other rights and remedies available at law, in equity or otherwise to collect all amounts then becoming due or to enforce the performance of any obligation under this Agreement. For the avoidance of doubt, upon the occurrence and continuation of a default by NorthPoint hereunder subject to any applicable notice and cure period, the Township’s obligation to disburse TIF Funds to pay the costs of Public Infrastructure Improvements shall terminate. Furthermore, regardless of any efforts of NorthPoint to develop the Project, the Township shall be under no obligation hereunder to disburse TIF Funds to or at the direction of NorthPoint for any Public Infrastructure Improvement costs incurred after June 30, 2024. The obligations of the Township under this Agreement may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity.

D. Remedies for Failure to Properly Construct or Operate Project. NorthPoint acknowledges that the Township is paying the Public Infrastructure Cost to enable NorthPoint to construct and operate the Private Improvements. If NorthPoint materially fails to construct, operate or maintain the Project as described in this Agreement, NorthPoint shall be obligated to repay to the Township the Public Infrastructure Costs as provided in this Article 10, Section D.

(1) If the Project has not been constructed substantially as described in this Agreement by August 31, 2024, NorthPoint shall repay to the Township fifty percent (50%) of the Public Infrastructure Costs previously reimbursed by the Township pursuant to this Agreement.

(2) If the Project has not been constructed substantially as described in this Agreement by February 28, 2025, NorthPoint shall repay to the Township one hundred percent (100%) of the Public Infrastructure Costs previously reimbursed by the Township under this Agreement, less any amounts repaid under Section D(1) of this Article 10.

(3) If NorthPoint fails to construct, operate or maintain the Project or the Project Site in material accordance with the requirements and conditions described herein, NorthPoint shall repay to the Township one hundred percent (100%) of the Public Infrastructure Costs previously reimbursed by the Township under this Agreement, less any amounts repaid under Section D(1) or D(2) of this Article 10

(4) Should NorthPoint fail to make any payment required under this Section D of Article 10, NorthPoint, in addition to the amounts it is required to pay under this Section D of Article 10, such amount as is required to reimburse the Township for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the Township to enforce the provisions of this Agreement against NorthPoint.

ARTICLE 11 - MISCELLANEOUS

Furthermore, NorthPoint shall require all contractors participating in the construction of the Public Infrastructure Improvements to comply with bonding and insurance requirements as required by the Township. Nothing herein shall constitute a waiver of the Township or County's authority to take any actions available to it to collect TIF Revenues and to cause any lien securing delinquent TIF Revenues to be enforced, including through foreclosure proceedings pursuant to law or any applicable Service Agreement.

ARTICLE 11 - MISCELLANEOUS

A. Duration. The term of this Agreement shall commence on the date set forth above and shall remain in effect and as a continuing obligation of the Parties.

B. Waiver. The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of any right thereunder, nor shall it deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be made in writing.

C. Notices. All notices, requests, consents, approvals, demands, and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given when (a) delivered personally, or (b) three business days

after deposit in the United States Mail, postage prepaid, by certified mail, return receipt requested, or (c) by e-mail or facsimile telephone transmission, if given below, or later provided, addressed as follows or to such other person or address as either party shall designate by notice to the other party given in accordance herewith:

Township: West Chester Township, Ohio Administration Building
9113 Cincinnati-Dayton Rd. West Chester, Ohio 45069
Attn: Township Administrator

Copy to: Frost Brown Todd LLC
9277 Centre Point Dr., #300 West Chester, Ohio 45069
Attn: Scott Phillips, Esq.

NorthPoint: NP West Chester MF Land, LLC
Attn: Nathaniel Hagedorn
3115 N Oak Trafficway
Kansas City, Missouri 64116

Copy to: Levy Craig Law Firm
Attn: Scott Seitter
4520 Main Street, Suite 1600
Kansas City, Missouri 64111

D. Execution. Neither this Agreement nor any subsequent agreement amending or supplementing this Agreement shall be binding on the Parties unless and until it has been signed on their behalf by their respective duly authorized representatives. Commencement of performance hereunder or under any subsequent agreement shall not constitute a waiver of this requirement. As used herein, the term "Agreement" shall mean this Development Agreement and the Exhibits attached hereto which are hereby incorporated herein. This Agreement may be executed in one or more counterparts by any Party hereto and by all Parties hereto in separate counterparts, each of which, when so executed and delivered to the other Party, shall be deemed an original. All such counterparts together shall constitute one and the same instrument. Counterparts executed or signatures transmitted or stored by facsimile or electronic means (including but not limited to e-mailed, pdfs or DocuSign signatures) are deemed to be original signatures.

E. Severability. If any provision of this Agreement is or should become wholly or partially invalid or unenforceable for any reason whatsoever or violate any applicable law, this Agreement is to be considered divisible as to such provision and such provision is to be deleted from this Agreement, and the remainder of this Agreement shall be deemed valid and binding as if such provision were not included herein. There shall be substituted for any such provision deemed to be deleted a suitable provision which, as far as is legally possible, comes nearest to what the Parties desired or would have desired according to the sense and purpose of this Agreement had this point been considered when concluding this Agreement.

F. No Limitation of Rights. This Agreement is not intended to affect or limit the right of the Commissioners of Butler County, the Butler County Engineer, the Township, or any other political subdivision having responsibility for maintaining any public roadway in the area or, to make any

changes or improvements located within the right-of-way for any public roadway, which may be needed to maintain or improve traffic flow.

G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its rules as to conflict of laws. The Parties hereto further agree that any action, suit, or proceeding in respect of or arising out of this Agreement, its validity or performance shall be initiated and prosecuted as to all Parties and their heirs, successors and assigns and consent to and submit to the exercise of jurisdiction over its person by any court situated therein having jurisdiction over the subject matter.

H. Relationship of the Parties. Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the Parties to this Agreement.

I. No Third-Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the Township and NorthPoint, and not for the benefit of any other person or entity, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any other person or entity.

J. Dispute Resolution. NorthPoint and the Township agree that, in order to carry out the spirit and intent behind this Agreement, each shall cooperate fully with the other in furtherance of the objectives of this Agreement. If, however, a matter arises that is addressed in this Agreement or the interpretation of which cannot be mutually resolved and remains in dispute, or if a default is claimed and is disputed by the other party, NorthPoint and the Township agree that some method of alternative dispute resolution is appropriate to resolve the differences. To that end, NorthPoint and the Township may submit unresolved Agreement matters in dispute to mediation or other alternative dispute resolution method as may be mutually agreed. In the event that either Party notifies the other in writing that such alternative dispute resolution is requested by such Party (“Notice”), the Party receiving the Notice shall have thirty (30) days in which to respond and agree to the method proposed. In the event no written agreement is reached, or if a claimed default is not disputed by a Party, then either Party may pursue any resolution of the dispute or default through any remedy available to such Party in law or in equity, including the filing of a lawsuit in a court of competent jurisdiction.

In the event that the Parties agree to attempt to resolve a dispute by mediation, said mediation shall be determined by each Party selecting and mutually agreeing upon a mediator and shall take place in Butler County, Ohio. The costs of mediation shall be equally shared and paid.

K. Diligent Performance. With respect to any duty or obligation imposed on a Party to this Agreement, unless a time limit is specified for the performance of such duty or obligation, it shall be the duty or obligation of such Party to commence and perform the same in a diligent and workmanlike manner and to complete the performance of such duty or obligation as soon as reasonably practicable after commencement of the performance thereof. Notwithstanding the above, time is of the essence in regard to payment obligations.

L. Time of the Essence. Time is of the essence for all matters in this Agreement and the Parties shall diligently pursue and complete their obligations hereunder.

M. Force Majeure. A Party shall not be in default in the performance of an obligation under this Agreement, other than an obligation requiring the payment of a sum of money, if and so long as the non-performance of such obligation shall be directly caused by labor disputes, lockouts, acts of God, enemy action, civil commotion, riot, pandemic/infectious disease governmental regulations not in effect at the date of execution of this Agreement, conditions that could not have been reasonably foreseen by the claiming party, inability to obtain construction materials or energy, fire or unavoidable casualty or other causes beyond the reasonable control of the Party.

N. Approvals. Whenever a Party to this Agreement is required to consent to, or approve, an action by the other Party or to approve any such action to be taken by another Party, unless the context clearly specifies a contrary intention or specific time limitation, such approval or consent shall be given within ten (10) business days (i.e., Saturdays, Sundays, and legal holidays excluded) and shall not be unreasonably withheld or delayed by the Party from whom such approval or consent is required.

O. Binding Effect. This Agreement and all of the provisions hereof shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, including any person or entity to which NorthPoint may sell a portion of the Project.

P. Successors and Assigns/Memorandum of Agreement. Subject to the limitations otherwise contained in this Agreement, the covenants, terms, and conditions contained in this Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties hereto,

Q. Entire Agreement/Merger. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter set forth herein and supersedes any and all other agreements, oral or written, with respect to the subject matter of this Agreement.

R. Construction. No provision of this Agreement shall be construed by any court or other judicial authority against any Party hereto by reason of such Party's being deemed to have drafted or structured such provisions. All Parties have been represented by counsel with regard to this Agreement.

The Parties have signed and executed this Agreement on the date first written above.

BOARD OF TRUSTEES OF West Chester TOWNSHIP

By: _____
Larry D. Burks, Township Administrator

NP WEST CHESTER MF LAND, LLC

By: NPD Management, LLC,
a Missouri limited liability company,
its manager

By: _____
Nathaniel Hagedorn, Manager

FISCAL OFFICER'S CERTIFICATE

The Township has no obligation to make payments pursuant to the foregoing Agreement except for payments from TIF Revenues collected and deposited into the appropriate Township tax increment financing account, and has no obligation to make any payments under this Agreement in 2022. Accordingly, as fiscal officer for West Chester Township, Butler County, Ohio, I hereby certify that during 2022 no funds are required to meet the obligations of the Township under the foregoing Agreement or to be lawfully appropriated for the purposes thereof or available in the treasury of the Township, in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

Dated: September ____, 2022

West Chester Township, Butler County, Ohio
Fiscal Officer

EXHIBIT A
PROJECT SITE – LEGAL DESCRIPTION

Situated in Section 27, Town 3, Range 2, BTM., West Chester Township, Butler County, Ohio being part of a 32.329 Acres (deed) tract of land conveyed to Hamilton County Regional Business Park, LLC in O.R. 8047 Pg. 1803 of the Butler County, Ohio Recorder's Office, the boundary of which being more particularly described as follows:

Commencing at a set 5/8" iron pin at the northwest corner of Lot 6 of North Pointe at Union Centre Subdivision Section One Replat of Lot 3 as recorded in O.R. 8900 Pg. 633;

Thence along the west line of said Lot 6 and along the centerline extended of Imagination Boulevard as recorded in OR 8149 Pg. 2292, S03°11'23"W a distance of 162.83;

Thence along the northerly terminus of said Imagination Boulevard, N86°48'37"W a distance of 30.00 feet;

Thence along the west right of way line of said Imagination Boulevard the following three (3) courses:

1. S03°11'23"W a distance of 36.47 to a 5/8" iron pin set at True Point of Beginning;
2. S03°11'23"W a distance of 626.76 feet to a 5/8" iron pin set;
3. Along a curve to the left an arc distance of 43.34 feet to a 5/8" iron pin set, said curve having a radius of 430.00 feet, a delta of 05°46'29" and a chord bearing S00°18'09"W a distance of 43.32 feet;

Thence along a new division line, N86°48'37"W a distance of 792.11 feet to a 5/8" iron pin set in the east line of a 39.759 acre (deed) tract of land conveyed to Union Centre 47, LLC in O.R. 8047 Pg. 1806;

Thence continuing along the east lines of said 39.759 acre (deed) tract, the following five (5) courses:

1. N15°02'14"E a distance of 51.66 feet to a 5/8" iron pin set;
2. N11°24'41"E a distance of 257.25 feet to a 5/8" iron pin set;
3. N25°34'16"E a distance of 124.15 feet to a 5/8" iron pin set;
4. N23°11'48"E a distance of 151.66 feet to a 5/8" iron pin set;
5. N01°02'44"E a distance of 107.61 feet to a 5/8" iron pin set;

Thence along a new division line, S86°48'44"E a distance of 647.40 to the Point of Beginning.

Containing 11.037 acres, more or less, and being subject to easements, restrictions and rights-of-way of record.

Bearings are based on Survey Record Volume 52-135 as recorded in The Butler County Engineers Record of Land Surveys.

All iron pins set are 5/8" diameter x 30" iron rebar with ID cap stamped "Kleingers".

The above description is based on a field survey performed by The Kleingers Group January 2021 under the direct supervision of Randy C. Wolfe, Ohio Professional Surveyor No. 8033. A plat of survey is recorded in Volume 63 Page 144 of the Butler County Engineer's Record of Land Surveys.

EXHIBIT B
PRIVATE IMPROVEMENTS



EXHIBIT C
PUBLIC INFRASTRUCTURE IMPROVEMENTS

Northpointe Multi-Family					
Estimated Quantities					
3/14/22					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
SITE					
S-1	Excavation (Aviation/Imagination)	4,312	C.Y.	\$ 3.50	\$ 15,092.00
S-2	Embankment (Aviation)	1,550	C.Y.	\$ 1.50	\$ 2,325.00
S-2	Road Undercut (Aviation)	7,800	C.Y.	\$ 7.50	\$ 58,500.00
S-3	Stripping (4")/Mounding Topsoil	680	C.Y.	\$ 4.00	\$ 2,720.00
S-4	Haul Off-Site	7,800	C.Y.	\$ 15.00	\$ 117,000.00
S-5	Clearing & Grubbing	1	L.S.	\$ 10,000.00	\$ 10,000.00
Site Sub-Total					\$ 205,637.00
PAVEMENT					
P-1	Item 448 - 1" Asphalt Concrete Surface Course	3,059	S.Y.	\$ 9.00	\$ 27,531.00
P-2	Item 407 - Tack Coat MS-2, RS-1, or RC-250	3,059	S.Y.	\$ 1.50	\$ 4,588.50
P-2	Item 447 - 2" Asphalt Conc. Intermediate Leveling Course	3,059	S.Y.	\$ 15.00	\$ 45,885.00
P-3	Item 301 - 8" Bituminous Aggregate Base	3,059	S.Y.	\$ 15.00	\$ 45,885.00
P-4	Item 609 Butler County Standard (C-1) Roll Curb	1,754	L.F.	\$ 25.00	\$ 43,850.00
P-5	ODOT Curb Ramps	4	EA.	\$ 600.00	\$ 2,400.00
P-6	Concrete Walk	653	S.Y.	\$ 7.50	\$ 4,897.50
P-7	Concrete Curb Removal	300	L.F.	\$ 70.00	\$ 21,000.00
P-8	Concrete Sidewalk Removal	450	S.Y.	\$ 26.00	\$ 11,700.00
Pavement Sub-Total					\$ 207,737.00
STORM					
ST-1	Relocation of Existing Catch Basin	1	EA.	\$ 10,000.00	\$ 10,000.00
ST-2	24" Storm Sewer	730	L.F.	\$ 66.50	\$ 48,545.00
ST-3	Storm Catch Basin	6	EA.	\$ 3,500.00	\$ 21,000.00
ST-4	Storm Manhole	2	EA.	\$ 3,500.00	\$ 7,000.00
ST-5	4" Underdrain	1,370	L.F.	\$ 9.00	\$ 12,330.00
Storm Sub-Total					\$ 98,875.00
SANITARY					
SAN-1	Connect to Existing Manhole	1	EA.	\$ 3,500.00	\$ 3,500.00
SAN-2	8" - Sanitary Main	836	L.F.	\$ 75.00	\$ 62,700.00
SAN-3	Sanitary Manhole	3	EA.	\$ 4,310.00	\$ 12,930.00
Sanitary Sub-Total					\$ 79,130.00
WATER					
W-1	10" Main, Incl. Bends, tees, plugs, boxes, etc.	987	L.F.	\$ 65.00	\$ 64,155.00
W-2	10" Gate Valves	2	EA.	\$ 2,500.00	\$ 5,000.00
W-3	6" Gate Valves	2	EA.	\$ 1,500.00	\$ 3,000.00
W-3	6" Main, Incl. Bends, tees, plugs, boxes, etc.	120	L.F.	\$ 60.00	\$ 7,200.00
W-4	Fire Hydrant Assembly including bends, tees, valves, etc.	3	EA.	\$ 5,300.00	\$ 15,900.00
W-5	Connect to Existing 10" Water Main	2	EA.	\$ 12,000.00	\$ 24,000.00
W-6	Abandon Ex. Water Service	1	L.S.	\$ 5,000.00	\$ 5,000.00
W-7	Boring 10" and 6" W.M. under Imagination Blvd	180	L.F.	\$ 650.00	\$ 117,000.00
Water Sub-Total					\$ 241,255.00

Development Agreement: WEST CHESTER TOWNSHIP
and
NP WEST CHESTER MF LAND, LLC

**Northpointe Multi-Family
Estimated Quantities
3/14/22**

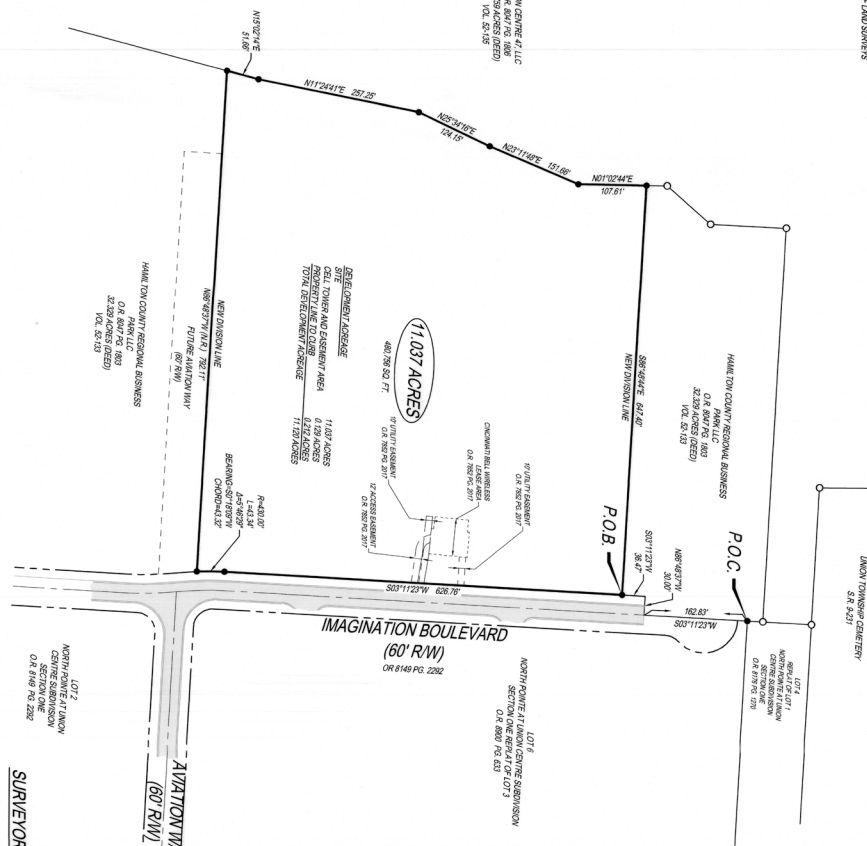
<i>ITEM</i>	<i>DESCRIPTION</i>	<i>QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>COST</i>
MISCELLANEOUS					
M-1	Aviation/Imagination Blvd Street Trees (4" Caliber)	52	EA.	\$ 2,000.00	\$ 104,000.00
M-2	Construction Entrance	1	L.S.	\$ 2,500.00	\$ 2,500.00
M-3	Dandy Bag	8	EA.	\$ 270.00	\$ 2,160.00
M-4	Silt Fence	710	L.F.	\$ 2.50	\$ 1,775.00
M-5	Cross Over Conduit (6")	300	L.F.	\$ 6.50	\$ 1,950.00
M-6	NPDES Inspections	1	L.S.	\$ 1,500.00	\$ 1,500.00
Miscellaneous Sub-Total					\$ 113,885.00
Sub-Total					\$ 946,519.00
	Surveying/Construction Layout	-	L.S.	\$ 23,662.98	\$ 23,662.98
	Design Fees	-	L.S.	\$ 37,860.76	\$ 37,860.76
	Construction Administration	-	L.S.	\$ 18,930.38	\$ 18,930.38
	Mobilization	-	L.S.	\$ 20,000.00	\$ 20,000.00
Grand-Total					\$ 1,046,973.12

EXHIBIT D
AVIATION WAY EXTENSION

INSPIRED PEOPLE ► CREATIVE DESIGN ► TRANSFORMING COMMUNITIES

MS&ID-037-000-085

- NOTES:**
1. SOURCE DOCUMENTS AS NOTED
 2. OCCUPATION GENERAL MTS SURVEY
 3. MONUMENTATION IN GOOD CONDITION UNLESS OTHERWISE NOTED
 4. BEARINGS ARE BASED ON SURVEY RECORD VOLUME 29, 18 AS RECORDED IN THE BUTLER COUNTY ENGINEERS RECORD OF LAND SURVEYS



VOLUME 63 PAGE 144
BUTLER COUNTY ENGINEERS
RECORD OF LAND SURVEYS

11.037 ACRES.

- Segment 1: Line
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North: 488212.915' East: 142970.344'
- Segment 2: Curve
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- Segment 3: Line
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- Segment 4: Line
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- Segment 5: Line
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- Segment 100: Line
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SURVEYOR'S CERTIFICATION
I CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED IN ACCORDANCE WITH
THE ADMINISTRATIVE CODE CHAPTER 150.03 STANDARDS FOR BOUNDARY
SURVEYS AND MONUMENTATION OR ON FILE IN THE PUBLIC RECORDS.

James C. Kelly 5-22-22
DATE

PROFESSIONAL SURVEYOR NO. 8000

THE KLEINGERS GROUP

Civil, Engineering, Surveying, Architecture

1515 7th St. SW
Grand Rapids, MI 49503

www.kleingers.com

APPROVED

WEST CHESTER TOWNSHIP
COMMISSION DISTRICT ENGINEER DEPARTMENT

DATE: 5/26/22 AMT

ACCESS FOR APPROVAL

NO BY THE TWP ENGINEER

STATE OF OHIO
COUNTY OF BUTLER
RANGE 3
SECTION 27, TOWNSHIP 3 NORTH, RANGE 3 WEST
BUTLER COUNTY, OHIO

SPLIT PLAT
11.037 ACRES
SECTION 27, TOWNSHIP 3 NORTH, RANGE 3 WEST
BUTLER COUNTY, OHIO

PROJECT NO: 01-28-2021
DATE: 01-28-2021

SCALE: 1" = 100'

SHEET NAME: NORTH POINTE WEST CHESTER

1 OF 1

EXHIBIT E
DISBURSEMENT REQUEST FORM

West Chester Township, Ohio
9113 Cincinnati-Dayton Rd.
West Chester, OH 45069

Attention: Township Administrator

Re: Certificate and Request for Disbursement of Funds from the Interior Public Infrastructure Improvements Subaccount and from the Conservation Easements Subaccount

You (the "Township") are hereby requested to authorize and direct a disbursement from the TIF Fund in accordance with the Development Agreement between the Township and NP West Chester MF Land, LLC dated September __, 2022 (the "Agreement"), and in accordance with the provisions of Article 3, Section C(i) of the Agreement, the amount of \$_____, as more fully set forth on Schedule A attached hereto, to be paid pursuant to this Disbursement Request to NP West Chester MF Land, LLC or such other party as NP West Chester MF Land, LLC shall designate.

Unless otherwise defined herein, all capitalized terms shall have the respective meanings ascribed to such terms by the Agreement. The undersigned does hereby certify in compliance with Section 3.C of the Agreement that:

(i) I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents of NP West Chester MF Land, LLC relating to the matters covered by this Disbursement Request; NP

(ii) NP West Chester MF Land, LLC is in material compliance with all provisions and requirements of the Agreement;

(iii) No Event of Default by NP West Chester MF Land, LLC has occurred under the Agreement, and no event which but for the lapse of time or the giving of notice or both would be such an Event of Default, has occurred and is continuing; and,

(iv) This Disbursement Request relates to the construction of the Public Infrastructure Improvements in accordance with the Agreement.

The disbursement herein requested is a proper charge for the payment of the costs of the Public Infrastructure Improvements on Schedule A attached hereto, has not been the basis of any previous disbursement, and will be used to reimburse the payment of construction costs for such Public Infrastructure Improvements.

EXECUTED this ____ day of _____, 202__.

(Construction Manager)

By: _____

Schedule A

Requisition No. _____ for the Township of West Chester, Ohio

For the purpose of making the acquisition and construction payment in respect of the
Public Infrastructure Improvements:

(Attach appropriate documentation)

EXHIBIT G
ZONING COMMISSION RESOLUTION AND EXHIBITS

WEST CHESTER TOWNSHIP ZONING COMMISSION
BUTLER COUNTY, OHIO
RESOLUTION NO. 22-6
NORTH POINTE - STREETS NORTH; THE RESIDENCES AT GATEWAY - FDP (05-22-A)

WHEREAS, on September 22, 2020, the West Chester Township Board of Trustees approved a Zoning Map Amendment from CBD (Central Business District) to SP-PUD (Special Purpose Planned Unit Development District) and a Preliminary Development Plan (15-2021) for approximately 497,000 square feet of commercial use, 870 multi-family units, and a 140 room hotel (Sites A-O) on approximately 98.6 acres; and,

WHEREAS, on April 18, 2022, Northpointe Development, LLC. submitted an application requesting a Phase 1, Final Development Plan (Site B) approval for five (5), four-story buildings totaling three-hundred and thirty-one (331) multi-family units on approximately 11.04 acres (30 units/ acre); and,

WHEREAS, on May 16, 2022, the West Chester Township Zoning Commission conducted a public hearing for the aforesaid application.

NOW, THEREFORE BE IT RESOLVED, that the West Chester Township Zoning Commission does hereby adopt and affirm this Resolution and the following conditions, in issuing its approval of the aforesaid case.

- 1.) Revisions to the Final Development Plan (FDP) shall be submitted to the West Chester Township Community Development Department (WCTCDD) staff for approval within thirty (30) days with the following included:
 - a) All Butler County Engineer's Office (BCEO) comments in regard to Sheet C4.0 emailed from Kelsey Richards on 5/5/2022;
 - b) Sheet AS-103 revised to include the sign details for the north access way directional sign and the building wall sign, to include any proposed illumination;
 - c) Sheet L2.0 revised to include adequate evergreen landscaping screening of the existing cell tower facilities, which is located along Imagination Boulevard.
- 2.) The required flood plain information shall meet all Butler County flood plain damage and prevention regulations as required to obtain a flood permit from the Butler County flood plain manager at the permitting stage.
- 3.) All site civil engineering plans shall meet all BCEO and Water and Sewer Department's requirements prior to the issuance of a zoning certificate.

- 4.) Aviation Way shall be approved as proposed, which is an extension of the public roadway, Aviation Way, in coordination with Article 3 (A) of the Streets North Project development agreement.
- 5.) All public right-of-way streetscape designs and elements shall be subject to final negotiations of the Streets North Project development agreement. A copy of which shall be submitted to the WCTCDD to include in the approved FDP case file.
- 6.) 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 (WCTFD) and WCTCDD requirements prior to the issuance of a zoning certificate to ensure the site accommodates emergency services.
- 7.) All existing non-conformities shall be brought into conformity, to specifically include a paved access way to the cell tower facilities located on the subject site.
- 8.) Five-hundred and Forty-eight (548) on-site and on-street parking spaces for three-hundred and thirty-one (331) units are approved. A parking ratio of 1.66 parking spaces per unit shall be maintained or adjusted to allow a higher number of spaces.
- 9.) All parking spaces shall be installed as illustrated, and noted in the parking calculation on the Cover Sheet. An interior parking layout plan shall be provided for any garage parking, which shall be submitted in conjunction with the permit for the building that it serves. The appropriate number of parking spaces shall be installed as demonstrated in the parking calculation.
- 10.) The "Site Development and Design Standards" (SDDS) document shall be incorporated into this Zoning Resolution in order to maintain consistency throughout the development plan and permitting process.
- 11.) A unit mix of 15% studio; 43% one-bedroom/ den; and 41% two-bedroom/ den are approved and shall be maintained or adjusted to allow a higher percentage of one-bedroom units, which shall be approved by staff prior to an application for a zoning certificate.
- 12.) The exact number of one-bedroom and two-bedroom units shall be clearly labeled on the plan for each building and a running total for the entire apartment development shall be provided by the applicant for all the units that have been constructed, or permitted to be constructed, to-date with submission of each application for a zoning certificate.

- 13.) The floor plans submitted during the permitting stage shall be generally consistent with the floor plans that were provided with regard to layout. Also during the permit review for each building, the individual floor plans for each unit shall be illustrated on the plans and each unit shall be clearly labeled as to the unit type (Studio, 1 BR, 1BR + Den, 2BR or 2BR + Den) and unit size.
- 14.) The interior finishes shall be consistent with the descriptions that were approved with this FDP, which shall include but not be limited to the following: Nine (9) foot ceilings; granite counter tops throughout; ceramic tile shower surrounds in the bathrooms; brushed nickel finishings; stainless steel appliances; wood cabinetry; full-size washer/dryer connections; and high-speed internet. The referenced "simulated wood plank flooring" shall be laminate wood flooring or higher grade vinyl flooring. Lower quality, sheet-vinyl flooring applications shall not be permitted.
- 15.) All buildings shall be consistent with the typical building elevations that were provided. During the permit review for each building, the specific percentage of masonry shall be provided by the applicant for each side of the building facing the perimeter roadways, which shall demonstrate the above requirement is being met.
- 16.) The Common/Open Space areas shall be constructed as illustrated on the approved plan. If any lights are desired to allow for the nighttime use of any of the open space areas, the light fixtures shall be decorative in nature similar to the lights used elsewhere in the development.
- 17.) The Community Amenities shall be provided as demonstrated with this FDP, which shall include but not be limited to the following: Pool area with arbors; trellis and hammocks; outdoor fireplace; grilling area; bocci, pickle, and snook ball courts; golf simulator; lounge; vending; café; work space; fitness room; spa/wellness center; and an active social calendar.
- 18.) The site perimeter sidewalks located within the public right-of-way shall be constructed as required by the BCEO, in regard to the public standards for materials and compaction.
- 19.) The security of all buildings and indoor/outdoor parking areas shall be coordinated with the West Chester Township Police Department.
- 20.) The base of the monument sign structure shall be constructed with materials matching the approved masonry materials of the principle building and include approved landscaping along the perimeter of the base.

- 21.) All ground signs shall only be permitted to be externally-illuminated by LED lighting at a maximum of a 4,000 level on the kelvin color scale.
- 22.) One (1) building sign, located on the south building wall, shall be permitted as illustrated on the FDP and corresponding revisions.
- 23.) The property owner shall be responsible for keeping all common features and elements well maintained and free from trash and litter; maintaining the private road; 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.
- 24.) All comments from other reviewing agencies shall be adequately addressed to the satisfaction of the agencies and WCT at the zoning certificate approval process.
- 25.) WCTCDD staff shall be authorized to approve minimal revisions to the approved FDP. Any changes to the plan that are required by other reviewing agencies shall be subject to approval by the WCTCDD staff.
- 26.) The temporary construction access and vehicle staging area shall be coordinated with the BCEO and WCT prior to the issuance of a zoning certificate, 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 in this recommendation of approval. This action shall take effect this 16th day of May 2022.

West Chester Township
Butler County

Chairman:

Secretary:


James Hahn


Timothy Dawson
Township Planner

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
September 13, 2022	Business Item
Submitted By:	
Colonel Joel M. Herzog, Chief of Police	

Motion:
Motion to authorize Township Administrator to accept Ohio Body-Worn Camera Grant if awarded

Background:
<p>The Office of Criminal Justice Services, State of Ohio Body-Worn Camera Grant Program grant is aimed at providing public law enforcement agencies funding for implementing or expanding previously implemented body worn camera programs.</p> <p>Law enforcement agencies are increasingly using body-worn cameras to serve a multitude of functions: to improve evidence collection, to train officers, to strengthen officer performance and accountability, to enhance agency transparency, and to document and investigate encounters between police and the public. In 2021, at the request of Governor Mike DeWine, \$10 million was set aside in the state budget to help outfit law enforcement officers across the state with body cameras, in an effort to achieve Governor DeWine’s goal “that most, if not all, law enforcement agencies in the state will establish a body camera program with the help of this grant funding.” This is year 2 of 2 for the funding.</p> <p>If awarded funding, the grant would assist in offsetting the costs associated with the Township’s current body worn camera program. The contract with the current body worn camera vendor is set to renew at the end of October 2022 and last 5 years.</p>

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



Office of Criminal Justice Services

STATE OF OHIO
BODY-WORN CAMERA GRANT PROGRAM

2023

REQUEST FOR PROPOSALS

APPLICATIONS ARE DUE September 8, 2022 at 5:00 PM

OFFICE OF CRIMINAL JUSTICE SERVICES

1970 West Broad Street, P.O. Box 182632

Columbus, Ohio 43218-2632

Telephone: 614.466.7782 or 888.448.4842 • Fax: 614.466.0308

www.ocjs.ohio.gov

MIKE DEWINE, *Governor*

JON HUSTED, *Lt. Governor*

THOMAS J. STICKRATH, *ODPS Director*

NICOLE M. DEHNER, *OCJS Executive Director*

Apply for BWC grant online using the OCJS Grants Management System



OFFICE OF CRIMINAL JUSTICE SERVICES

State of Ohio Body-Worn Camera Grant Program

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OCJS AND THE BODY-WORN CAMERA GRANT PROGRAM

The Ohio Office of Criminal Justice Services ([OCJS](#)) is a division of the Ohio Department of Public Safety. By statute, OCJS is the lead justice planning and assistance office for the state, administering millions of dollars in state and federal criminal justice funding every year. OCJS also evaluates programs and develops technology, training, and products for criminal justice professionals and communities. Governor Mike DeWine has designated OCJS to administer the 2023 Ohio Body-worn Camera Grant Program (“BWC Grant Program”).

Law enforcement agencies are increasingly using body-worn cameras to serve a multitude of functions: to improve evidence collection, to train officers, to strengthen officer performance and accountability, to enhance agency transparency, and to document and investigate encounters between police and the public. In 2021, at the request of Governor Mike DeWine, \$10 million was set aside in the state budget to help outfit law enforcement officers across the state with body cameras, in an effort to achieve Governor DeWine’s goal “that most, if not all, law enforcement agencies in the state will establish a body camera program with the help of this grant funding.” ([Governor DeWine press release](#), Feb 3, 2021).

WHAT TO EXPECT

For technical assistance on any part of the BWC Grant Program application, please email your regional contact. A list of regional contacts and areas of coverage can be found at: www.ocjs.ohio.gov/grants.stm. In the alternative, you may call OCJS at 614.466.7782 or 888.448.4842 and ask to speak to the Grant Coordinator for your region.

Application. No match is required. Agencies may submit only one application per subrecipient.

Funding Amount. There is no funding cap; however, funding is limited. While grant funds can be used for various expenses related to implementing an agency’s body worn camera program, funds will be prioritized for agencies that do not currently have a body camera program.

Review. OCJS staff will review grant proposals using an established process discussed in the “Proposal Narrative” section below. Reviewers assure that project budget costs are allowable and directly relate to the program. OCJS conducts internal compliance reviews of funded projects, assessing the timeliness and thoroughness of their financial and programmatic reporting. The OCJS Executive Director makes final funding recommendations and the Director of the Ohio Department of Public Safety approves them.

Award Notification. Projects will be notified and required to complete all forms and pre-award conditions electronically through the [Online Grants Management System](#). Subrecipients must complete all forms before final approval can be made. Law enforcement agencies MUST be certified on the Body-Worn Camera standard developed through the Ohio Collaborative on Community-Police Relations.

Average Award Amount. In 2022, the average award amount was \$43,578 (ranging from \$2,344 to \$232,200)

Length of Funding. All awards will be for 12 months of funding, operating from July 1, 2022 to June 30, 2023.

ELIGIBLE APPLICANTS

Local law enforcement agencies are eligible to apply as the implementing agency. The unit of local government must serve as the official subrecipient (e.g., township/village/city/county).

BIDDERS TRAINING

A voluntary Bidders Training webinar for the 2023 BWC Grant Program will take place at 10 a.m. Wednesday, August 10, 2022. The training will provide information helpful for both the application preparation and review process. Please register for the webinar using the following link: <https://attendee.gotowebinar.com/register/5844722763010242828>

PROGRAM PURPOSE

Law enforcement agencies must use BWC Grant Program funds **to support the creation of an agency BWC program or to expand/update an agency's existing BWC program.** Priority will be given to outfitting officers *who regularly interact with the public* that do not currently have functional cameras.

Grant funds can be used to purchase the following:

- Body cameras (dashboard cameras are excluded) and related hardware and software for officers who regularly interact with the public
- BWC-related hardware and software
- Video storage mechanisms (Examples: server, cloud service)
- Redacting software/service
- Editing/tagging software
- IT costs to support the program
- Consultant fees for camera programming and storage set up
- Maintenance and support fees
- Contract/consultant for programming/installation, training, technical assistance
- Personnel costs
 - Related to program administration, including but not limited to purchase, installation, training, policy development
 - Related to video support, including but not limited to reviewing/redacting video footage, storing/copying video footage
 - Related to responding to FOIA requests
- Other body-worn camera related expenses not identified above must be justified

OCJS encourages agencies to have an implementation plan for the body worn camera program. For technical assistance in developing a plan or reviewing a plan please contact OCJS.

REQUIREMENTS OF THE BWC GRANT PROGRAM

Law enforcement agencies applying under this solicitation should be in compliance with crime statistics reporting, using either the Ohio Incident-Based Reporting System or the FBI's NIBRS Collection Application (NCA), per Ohio Revised Code Section 5502.62(C)(6), or if not in compliance must commit to exploring the opportunity to become OIBRS Compliant.

Additionally, in order to receive BWC Grant Program funds, law enforcement agencies **must**:

- Be certified on the Body-Worn Camera standard developed through the Ohio Collaborative on Community-Police Relations. Appendix A is the current list of agencies certified through the Ohio Collaborative. If you do not see your agency listed, please reach out Carley Auddino-Polko at cmauddino@dps.ohio.gov or Stephanie Swindell at saswindell@dps.ohio.gov.
- Discuss in the Narrative how the agency works/will work with allied criminal justice agencies and the community in developing/implementing the agency's BWC program.
- Describe in the Narrative a sustainability plan that describes how the agency plans to financially support a BWC program beyond the life of this grant.
- Describe in the Narrative the required officer and supervisor training on BWC policy and use.

PROPOSAL COMPONENTS CHECKLIST

Use the following checklist as a general guide for submitting proposals to OCJS. Read the entire RFP before completing and submitting proposals.

- Title Page
- Narrative
- Budget

FORMAT AND SUBMISSION

Applicants must submit proposals online through the [Online Grants Management System](#), by 5 p.m. EST on September 8, 2022. Please visit www.ocjsgrants.com. *OCJS will not review late applications or consider them for funding.* Failure to follow the specified application requirements will also disqualify applications from review and consideration for funding.

IMPORTANT: Applications must be in the "APPLICATION SUBMITTED" status in the Online Grants Management System to be considered for funding. Designated Project Directors will receive an email confirmation that the application has been submitted.

Agencies that registered for the Online Grants Management System previously should use the same username and password information for this application. OCJS will deny duplicate registration requests. For more information on how to access the application portion of the Online Grants Management System, use the application manual located at www.ocjsgrants.com.

OHIO BWC GRANT PROGRAM APPLICATION REQUIREMENTS

NARRATIVE

Please address **ALL** of the following items in the narrative. Grant reviewers will evaluate the narrative in terms of how clearly and completely the application responds to the items below.

I. Community and Agency Demographics

- Describe the community being served by the agency, including:
 - Population size of the community served
 - County(ies) in jurisdiction
 - Percentage White/Black/Other
 - Percentage Hispanic/non-Hispanic
- Provide details about the law enforcement agency, including:
 - The total number of sworn officers in the agency (Provide a breakdown in numbers based on each primary assignment, for example Patrol, Detectives/Investigations, Community Relations, SRO, etc. Do not duplicate any officer in your breakdown that could fit into multiple assignment types.)
 - Number of sworn officers on duty during largest shift (Provide a breakdown in numbers based on each primary assignment, for example Patrol, Detectives/Investigations, Community Relations, SRO, etc. Do not duplicate any officer in your breakdown that could fit into multiple assignment types.)

II. Description of the BWC Program

If your agency is **developing a new BWC program**, please respond to the following:

- How many cameras do you wish to purchase with these funds?
- What is the make (manufacturer) and model of the camera the agency wishes to purchase, if known?
- How many officers will you equip with these cameras? If officers will be sharing cameras, describe the process for doing so.
- Which officer position(s) will be the recipients of body cameras (patrol, investigation, traffic enforcement, community relations, other)?
- List any ancillary equipment and/or software you wish to pay for with this grant and describe how this equipment/software relates to implementing a BWC program.
- List any ancillary services/personnel you wish to pay for with this grant and describe how these services/personnel relate to implementing a BWC program.
- Do you have a BWC policy in place or are you currently developing a policy?
- What external criminal justice entities (e.g., judges, prosecutor offices, etc.) have been involved or consulted in developing your BWC program?

- What community-based persons or entities have been involved or consulted in developing the agency's BWC program?
- How will the agency handle the administrative components of video support, such as reviewing/redacting footage and storing/copying footage?
- How will the agency respond to FOIA requests for footage?
- How will your agency financially sustain the BWC program after this grant ends?

If your agency is **expanding or updating its current BWC program**, please respond to the following:

- Number of cameras the agency currently has in operation:
- Make (manufacturer) and model of the agency's current cameras, and the year they were purchased:
- If you plan to replace existing cameras, briefly explain why (e.g., cost, quality, ease of use, etc.):
- The primary role of officers who currently wear cameras (e.g., patrol, investigation, traffic enforcement, community relations, other):
- How the agency currently stores video footage (e.g., server, cloud service). If the agency plans to use these funds to change how they store footage, briefly explain why (e.g., cost, quality, ease of use, etc.):
- How the agency currently handles the administrative components of video support, such as reviewing/redacting footage and storing/copying footage.
- How the agency currently responds to FOIA requests for footage.
- Will funds from the BWC grant program be used to purchase cameras?
- If YES, answer the following:
 - How many cameras do you wish to purchase with these funds?
 - What is the make (manufacturer) and model of the camera the agency wishes to purchase, if known?
 - How many officers will you equip with these cameras?
 - If officers will be sharing cameras, describe the process for doing so.
 - The purpose of purchasing these cameras is: (check all that apply)
 - To provide cameras to additional officers who do not currently have cameras
 - To replace existing cameras
 - Which officer positions will be the recipients of body cameras (patrol, investigation, traffic enforcement, community relations, other)?
- List any ancillary equipment and/or software you wish to pay for with this grant, and describe how this equipment/software relates to implementing a BWC program:

- List any ancillary services/personnel you wish to pay for with this grant, and describe how these services/personnel relate to implementing a BWC program:
- How will your agency financially sustain the BWC program after this grant ends?

III. Objectives

Project objectives are not required for this grant. In lieu of listing objectives, applicants who are awarded BWC Grant Program funding will be asked to complete a brief form at grant closeout to assist OCJS in quantifying how the grant funds assisted your BWC program.

BUDGET

Describe any costs associated with creating or expanding your BWC program. Grant reviewers will evaluate the budget in terms of how effectively it:

- Aligns with what is detailed in the Narrative.
- Presents a clear and detailed budget with a narrative that explains and justifies the budget information.
- Justifies the costs of the proposed program and that the costs are considered reasonable and cost-effective.

APPENDIX A

APPENDIX A

Certified Agencies

The following agencies are considered certified by the Ohio Collaborative for the sake of the body-worn camera grant requirement. These agencies may be certified in the BWC Grant, the Group 2-BWC Standard, or both.

****Please note that this list is current as of 7/27/22. If you believe that your agency is certified and should be listed but is not, please contact Carley Auddino-Polko at cmauddino@dps.ohio.gov.**

Ada Police Department
Addyston Police Department
Akron Police Department
Alliance Police Department
Andover Police Department
Apple Creek Police Department
Arcanum Police Department
Athens County Sheriff's Office
Auglaize County Sheriff's Office
Aurora Police Department
Austintown Police Department
Avon Lake Police Department
Avon Police Department
Bath Township Police Department
Bay View Police Department
Bay Village Police Department
Beachwood Police Department
Beavercreek Police Department
Bellbrook Police Department
Bellefontaine Police Department
Bellevue Police Department
Bellville Police Department
Berea Police Department
Bexley Police Department
Blendon Township Police Department
Blue Ash Police Department
Boardman Township Police Department
Boston Heights Police Department
Bowling Green Police Division
Bowling Green State University Police Department
Bradner Police Department
Bratenahl Police Department
Brimfield Police Department
Brooklyn Heights Police Department

Brooklyn Police Department
Brown County Sheriff's Office
Brunswick Division of Police
Brunswick Hills Police Department
Buckeye Lake Police Department
Bucyrus Police Department
Butler County Sheriff's Office
Butler Township Police Department
Byesville Police Department
Cambridge Police Department
Camden Police Department
Canfield Police Department
Canton Police Department
Carey Police Department
Carroll County Sheriff's Office
Carroll Police Department
Carroll Township Police Department
Carrollton Police Department
Centerville Police Department
Chagrin Falls Police Department
Chillicothe Police Department
Cincinnati Police Department
Cincinnati State Technical and Community College Police Department
Circleville Police Department
City of Oxford Division of Police
Clayton Police Department
Clermont County Sheriff's Office
Cleveland Heights Police Department
Cleveland Metroparks Police Department
Cleveland State University Police Department

Clinton Township Division of Police
Colerain Police Department
Columbiana County Sheriff's Office
Columbiana Police Department
Columbus Division of Police
Columbus State Community College Police Department
Conneaut Police Department
Cortland Police Department
Coshocton County Sheriff's Office
Covington Police Department
Crawford County Sheriff's Office
Crestline Police Department
Creston Police Department
Cuyahoga Metro Housing Authority Police Department
Danville Police Department
Dayton International Airport Police Division
Defiance Police Department
Delaware County Sheriff's Office
Delhi Township Police Department
Dresden Police Department
Dublin Police Department
East Canton Police Department
East Cleveland Police Department
East Palestine Police Department
Eaton Police Department
Elmore Police Department
Erie County Sheriff's Office
Euclid Police Department
Evendale Police Department
Fairborn Police Department
Fairfield County Sheriff's Office
Fairfield Police Department
Fairfield Township Police Department

Fairlawn Police Department	Howland Township Police Department	Mansfield Division of Police
Fairview Park Police Department	Hubbard Township Police	Maple Heights Police Department
Fayette Police Department	Huber Heights Police Division	Marion County Sheriff's Office
Five Rivers Metro Parks	Hudson Police Department	Marion Police Department
Forest Park Police Division	Hunting Valley Police Department	Martins Ferry Police Department
Fort Recovery Police Department	Huron County Sheriff's Office	Marysville Division of Police
Franklin County Sheriff's Office	Huron Police Department	Massillon Police Department
Fremont Police Department	Jackson County Sheriff's Office	Mayfield Village Police Department
Fulton County Sheriff's Office	Jackson Township Police Department (Mahoning)	Medina County Sheriff's Office
Garfield Heights Police Department	Jackson Township Police Department (Stark)	Medina Police Department
Gates Mills Police Department	Johnstown Police Department	Medina Township Police
German Township Police Department	Kent Police Department	MEDWAY Drug Enforcement Agency
Germantown Police Department	Kent State University Police Department	Meigs County Sheriff's Office
Gibsonburg Police Department	Kettering Police Department	Mentor Police Department
Girard Police Department	Kirtland Hills Police Department	Mercer County Sheriff's Office
Glendale Police Department	Kirtland Police Department	Miami County Park District
Glenwillow Police Department	Lake County Sheriff's Office	Miami Township Police (Clermont)
Goshen Police Department	Lake Metroparks Ranger Department	Miami Township Police Department (Montgomery)
Goshen Township Police Department	Lake Waynoka Police Department	Miami University Police Department
Grafton Police Department	Lakeland Community College Police Department	Miamisburg Police Department
Grandview Heights Division of Police	Lakewood Police Department	Middleburg Heights Police Department
Great Parks of Hamilton County Ranger Department	Lancaster Police Department	Middletown Police Department
Greater Cleveland Regional Transit Police	Lawrence Township Police	MIFFLIN TOWNSHIP
Green Township Police Department	Lebanon Police Department	Milan Police Department
Greene County Sheriff's Office	Leipsic Police Department	Milford Police Department
Grove City Division of Police	Lexington Police Department	Millersburg Police Department
Groveport Police Department	Liberty Township Police	Milton Township Police Department
Guernsey County Sheriff's Office	Licking County Sheriff's Office	Minerva Park Police Department
Hamilton County Sheriff's Office	Lima Police Department	Mogadore Police Department
Hamilton Police Department	Lisbon Police Department	Monroeville Police Department
Hardin County Sheriff's Office	Lodi Police Department	Montgomery County Sheriff's Office
Hartsville Police Department	Logan County Sheriff's Office	Montpelier Police Department
Hicksville Police Department	Logan Police Department	Montville Township Police Department
Highland County Sheriff's Office	London Police Division	Moraine Police Department
Highland Heights Police Department	Lorain County Metro Parks	Moreland Hills Police Department
Hilliard Division of Police	Lorain County Sheriff's Office	Morgan County Sheriff's Office
Hillsboro Police Department	Lorain Police Department	Morrow County Sheriff's Office
Hiram Police Department	Louisville Police Department	Mount Healthy Police Department
Hocking College Police Department	Loveland Police Department	Mount Vernon Police Department
Hocking County Sheriff's Office	Lucas County Sheriff's Office	Munroe Falls Police Department
Holden Arboretum	Luckey Police Department	Muskingum Watershed Conservancy District
Holland Police Department	Madeira Police Department	Navarre Police Department
Holmes County Sheriff's Office	Madison Township Police Department (Franklin)	New Albany Police Department
	Madison Township Police Department (Lake)	New Boston Police Department
	Mahoning County Sheriff's Office	

New Bremen Police Department
New Concord Police Department
New Franklin Police Department
New Lebanon Police Department
New London Police Department
New Middletown Police
Department
New Richmond Police Department
New Washington Police
Department
Newark Division of Police
Newburgh Heights Police
Department
Newcomerstown Police
Department
Newtown Police Department
Niles Police Department
North Baltimore Police
Department
North Canton Police Department
North College Hill Police
Department
North Royalton Police Department
Northfield Village Police
Department
Northwood Police Department
Norton Police Department
Norwalk Police Department
Notre Dame College
Oak Harbor Police Department
Oakwood Public Safety
Department
Oakwood Village Police
Department
Oberlin Police Department
Obetz Police Department
Ohio Department of Taxation
Criminal Investigations Division
Ohio State Highway Patrol
Olmsted Township Police
Department
Ontario Police Department
Oregon Police Division
Orrville Police Department
Orwell Police Department
Ottawa Hills Police Department
Ottawa Police Department
Oxford Township
Parma Heights Police Department
Peninsula Police Department
Pepper Pike Police Department
Perkins Township Police
Department

Perry County Sheriff's Office
Perry Township Police Department
(Franklin)
Perry Township Police Department
(Stark)
Perrysburg Police Division
Pickaway County Sheriff's Office
Piqua Police Department
Plain City Police Department
Pomeroy Police Department
Port Clinton Police Department
Portsmouth Police Department
Powell Police Department
Putnam County Sheriff's Office
Ravenna Police Department
Reading Police Department
Reminderville Police Department
Richfield Police Department
Richland County Sheriff's Office
Richmond Heights Police
Department
Rittman Police Department
Riverside Police Department
Rocky River Police Department
Ross County Sheriff's Office
Rossford Police Department
Russells Point Police Department
Saint Henry Police Department
Saint Paris Police Department
Sandusky Police Department
Scioto County Sheriff's Office
Seven Hills Police Department
Shaker Heights Police Department
Sharon Township Police
Department
Sharonville Police Department
Shawnee Hills Police Department
Shawnee State University
Department of Public Safety
Shawnee Township Police
Department
Sheffield Lake Police Department
Shelby County Sheriff's Office
Shelby Police Department
Sidney Parks Department
Sidney Police Department
Silver Lake Police Department
Sinclair Community College
Department of Public Safety
Solon Police Department
South Russell Police Department
South Zanesville Police
Department

Spencer Police Department
Springdale Police Department
Springfield Police Division
Springfield Township Police
Department (Mahoning)
Springfield Township Police
Department (Summit)
Stark County Sheriff's Office
Stow Police Department
Streetsboro Police Department
Strongsville Police Department
Struthers Police Department
Sugarcreek Police Department
Sugarcreek Township Police
Department
Summit Metro Parks Rangers
Sylvania Police Department
Sylvania Township Police
Department
The Ohio State University Police
Division
Tipp City Police Department
Toledo Police Department
Trotwood Police Department
Troy Police Department
Twinsburg Police Department
Uhrichsville Police Department
Union County Sheriff's Office
Uniontown Police Department
University Circle Police
Department
University Heights Police
Department
University of Akron Police
Department
University of Cincinnati
Department of Public Safety
University of Dayton Department
of Public Safety
University of Toledo Police
Department
Upper Arlington Division of Police
Upper Sandusky Police
Department
Valley View Police Department
Vandalia Division of Police
Vermilion Police Department
Village of Lakemore Police
Department
Wadsworth Police Department
Walton Hills Police Department
Warren Police Department
Washington County Sheriff's Office

Waterville Police Department
Waterville Township Police
Department
Wauseon Police Department
Wayne County Sheriff's Office
West Carrollton Police
Department
West Chester Police Department
West Milton Police Department

Westerville Division of Police
Westlake Police Department
Whitehall Division of Police
Whitehouse Police Department
Wickliffe Police Department
Williamsburg Police Department
Willowick Police Department
Wilmington Police Department
Wood County Parks District

Wood County Sheriff's Office
Woodlawn Police Division
Wooster Police Department
Wyandot County Sheriff's Office
Wyoming Police Department
Xavier University Police
Xenia Police Division

AGENDA ITEM COVER SHEET

Trustee Meeting Date:	Agenda Item Type:
September 13, 2022	Business Item
Submitted By:	
Colonel Joel M. Herzog, Chief of Police	

Motion:
Motion to apply for Firehouse Subs Public Safety Foundation Grant; and, authorize Township Administrator to accept said grant if awarded

Background:
<p>The Firehouse Subs Public Safety Foundation Grant application is set to open on October 6, 2022. This grant is aimed at providing life-saving equipment to first responders. Grants are normally between \$15,000 and \$35,000.</p> <p>If approved, the Police Department would apply to use the funds to purchase specialized breaching tools that would allow officers to gain rapid access to locked commercial strength doors and other fortified structures in high threat situations such as active shooters and search warrants.</p>

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

OUR SUBS

Save Lives®



At Firehouse Subs, subs are only part of our story. A portion of your purchase in 2022 at all US Firehouse Subs locations goes to the Firehouse Subs Public Safety Foundation, to be used to provide lifesaving equipment to first responders.

Since the Foundation started, it has granted over \$69 million to provide equipment, training, and support to hometown heroes.

All because at Firehouse Subs we believe that making great subs is not enough; you have to do good, too.

[Learn More at FirehouseSubsFoundation.org](https://www.firehousesubsfoundation.org)

Lifesaving Equipment Donation Helps Volunteer Firefighters Rescue Trapp...



Full Details

Firehouse of America and FIREHOUSE SUBS® suppliers will together donate 0.09% of purchases in 2022 at FIREHOUSE SUBS® locations to the Firehouse Subs Public Safety

Foundation for the purchase of lifesaving equipment, with a minimum donation of \$1 million dollars.

Charitable Organization: Firehouse Subs Public Safety Foundation, Inc., 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida, 32258, (904) 886-8300

Commercial Co-Venturer: Firehouse of America, LLC, 12735 Gran Bay Parkway, Suite 150, Jacksonville, Florida, 32258, (800) 388-3473

Promotion is active only in locations within the fifty states, the District of Columbia, and in Puerto Rico. It is void wherever prohibited.

Firehouse Subs Public Safety Foundation, Inc. is a 501(c)(3) not-for-profit corporation. No portion of consumer's purchase is tax deductible.

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This promotion does not benefit a particular public safety organization under Texas law, but the funds will be used to purchase life-saving equipment for first responders across the country. More information about Firehouse of America can be obtained from the Office of the Texas Secretary of State, P.O. Box 13193, Austin, TX 78711-3550 or through its Solicitation Information Hotline: (800) 648-9642.

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Earn free subs, meal upgrades, and more!

SIGN UP OR LOG IN

The Portal is Closed Until 10/6/2022



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Welcome to
**Firehouse Subs
Public Safety Foundation**
grant application.

Before you Begin: Please thoroughly review our [grant applicant FAQs](#) and [sample grant application and sample application checklist](#).

IMPORTANT: A maximum of 600 grant applications will be accepted on a quarterly basis. Once the maximum number of applications is met, the site will close for the remainder of the quarter. Please apply early in order to secure your request.

Important Dates

Q4 2022 grant notifications, both approvals & denials, were emailed on October 6, 2022.

Dates are subject to change. A maximum of 600 grant applications will be accepted quarterly. Each quarter, grant award notifications, both approvals and denials, will be emailed prior to the portal reopening.

**Grant portal reopens for Q1 2023:
Thursday, October 6, 2022, at 6 AM ET**

**2023 Q1 grant deadline: Wednesday,
November 2, 2022, at 5 PM ET, or when
the 600 application limit is met.**

**Note: Q1 2023 grant award notifications,
will be emailed in January 2023.**

The application process is entirely digital.
Please pay close attention to the FAQs
and notes as you complete your online
grant application.

[GRANT APPLICATION FAQs](#)

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AGENDA ITEM COVER SHEET



Trustee Meeting Date:	Agenda Item Type:
September 13, 2022	Emergency Resolution Item
Submitted By:	
Kenneth Keim, Director of Finance	

Motion:
Motion to approve Resolution No. 25-2022 accepting the amounts and rates as determined by the Butler County Budget Commission; and, authorizing the necessary tax levies and certifying them to the Butler County Auditor; and, declaring an emergency and dispensing with the second reading

Background:
Resolution No. 25-2022 authorizes the necessary tax levies and certifies them to Butler County Auditor. The certification is due to the Butler County Budget Commission by October 1, 2022.
The amounts are provided by the Butler County Auditor’s office. They are based on the current year’s assessed valuation, gross mills currently passed and rounded to the nearest ten thousand. They are reflective of the 2023 Tax Budget adopted on July 12, 2022 as Resolution No. 21-2022.

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

RESOLUTION NO. 25-2022

Emergency Resolution accepting the amounts and rates as determined by the Butler County Budget Commission and authorizing the necessary tax levies and certifying them to the County Auditor and declaring an emergency and dispensing with the second reading

WHEREAS, the Board of Trustees of West Chester Township, Butler County, Ohio in accordance with statute has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2023; and,

WHEREAS, the Butler County Budget Commission has certified its action thereon to the Board, together with an estimate by the County Auditor to the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within the ten mill tax limitation.

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

SECTION 1. Accept the amounts and rates as determined by the Budget Commission in its certification as set forth in Schedule A herein.

SECTION 2. Levy on the tax duplicate of West Chester Township, the rate of each tax necessary to be levied within and without the ten-mill limitation as listed below in Schedule B.

This resolution shall be adopted as an emergency necessary for the immediate preservation of the public peace, health, safety, or welfare of the community and shall become effective at the earliest date permitted by law.

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SCHEDULE A

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SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

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FUND	AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMITATION	AMOUNT TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED	
			INSIDE 10 MILL LIMIT	OUTSIDE 10 MILL LIMIT
GENERAL FUND	2,000,000.00		0.80	
ROAD & BRIDGE FUND	1,950,000.00		0.79	
CEMETERY FUND				
LIGHTING FUND				
GARBAGE & WASTE DISPOSAL DISTRICT FUND				
POLICE DISTRICT FUND		18,700,000.00		9.00
FIRE DISTRICT FUND		16,600,000.00		8.00
ROAD DISTRICT FUND				
PARK LEVY FUND				
ZONING FUND				
MISCELLANEOUS FUNDS				
GENERAL (NOTE) BOND RETIREMENT FUND				
SPECIAL ASSESSMENT BOND FUND				
TRUST FUND				
BOND FUND				
FEDERAL REVENUE FUND				
TOTAL	3,950,000.00	35,300,000.00	1.59	17.00

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